



CERRO COPPER PRODUCTS CO.

P.O. Box 66800
St. Louis, MO 63166-6800
618/337-6000

100-100

June 1, 1990

Mr. Edwin L. Noel, P. C.
Armstrong, Teasdale, Schlafly,
Davis & Dicus
Attorneys at Law
One Metropolitan Square
St. Louis, MO 63102-2740

1
44
P

RE: Sauget Sites Area II, Site "Q"

Dear Ted:

Please forgive this late response to your letter of May 11, 1990, requesting Cerro's consent to your representation of Eagle Marine Industries as the leader of an organizing effort of PRP's in Site "Q". I have just returned from a trip abroad and am beginning to catch up on business matters.

Cerro Copper Products Co. has no objections to your representation of Eagle Marine Industries in this matter as it does not believe itself to be even remotely connected with this site and does not expect to be actively involved with Site "Q".

Accordingly, we do not deem it to be a conflict of interest for your law firm to represent Eagle Marine Industries in this effort, and we wish you and your client every success in this endeavor.

Kindest personal regards,

Very truly yours,

CERRO COPPER PRODUCTS CO.


Paul Tandler
Vice President

PT/ge

bcc: H. L. Schweich
J. Grana
M. Rodburg
File

cc. H.C. Scumman
J. Freeman



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

230 SOUTH DEARBORN ST.

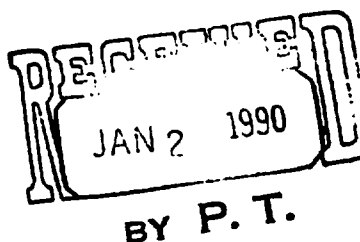
CHICAGO, ILLINOIS 60604

REPLY TO THE ATTENTION OF:

5HSM-12

DEC 27 1989

CERTIFIED MAIL
RETURN RECEIPT REQUESTED



Cerro Copper Products Company
P.O. Box 681
East St. Louis, Illinois 62202

RE: Dead Creek Site, Sauget, Illinois Site No. 60

Dear Sir or Madam:

The United States Environmental Protection Agency (U.S. EPA) in cooperation with the Illinois Environmental Protection Agency has been conducting response actions to address contamination at the Dead Creek Site in Illinois. U.S. EPA took these actions under authority of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., as subsequently amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. 99-499 (CERCLA as amended). Prior to undertaking these response actions, U.S. EPA determined that there was a release or threatened release of hazardous substances from the Dead Creek Site.

During the response, U.S. EPA undertook several actions at the site. This included the erection of 4,146 feet of cyclone fencing to enclose the contamination and to prevent entry into this abandoned disposal area.

Response costs associated with this site have been incurred by U.S. EPA. The approximate U.S. EPA response costs identified up to December 18, 1989 for the above referenced Site are \$49,974.51. A summary is enclosed.

Information available to U.S. EPA indicates among other things that you are potentially responsible for the release, or threat of release of hazardous substances from the site. Pursuant to the provisions of Section 107(a) of CERCLA, as amended, and based on evidence currently available to the Agency, U.S. EPA believes that you may be liable for the payment of all costs incurred by U.S. EPA in connection with the site. The potentially responsible parties are jointly and severally liable for the whole amount.

Such payment must be made to the U.S. EPA Hazardous Substances Superfund established pursuant to Section 221 of CERCLA, as amended, which is administered by U.S. EPA. Please send your check to U.S. EPA - Region V,

Attn: Superfund Accounting, P.O. Box 70753, Chicago, Illinois 60673. Place the site identification number on the check. Please send a copy of your payment check to Shirley Dorsey, U.S. EPA, Region V, Waste Management Division (5HSM-TUB7), 230 South Dearborn Street, Chicago, Illinois 60604.

We hereby request that you make restitution by payment of the amount in this letter plus interest, together with any sums hereafter expended by the Agency in connection with the site pursuant to authority of CERCLA, as amended. Pursuant to Section 107(a) of CERCLA, as amended, interest shall begin accruing as of the date of this demand, if payment is not received within thirty (30) days of the date of this letter.

If you desire to discuss your liability with U.S. EPA, please contact Elizabeth Doyle, Assistant Regional Counsel, in writing not later than thirty (30) days after the date of this letter. Ms. Doyle may also be reached by phone at (312) 886-7951.

If we do not receive a response from you within this time frame, the U.S. EPA will assume that you have declined to reimburse the Fund for the site expenditures, and pursuant to CERCLA, as amended, U.S. EPA may pursue civil litigation against you.

The name of other potentially responsible parties (PRPs) receiving this request for payment are enclosed with this letter to facilitate organization among the identified parties concerning payment. The PRPs should work out an allocation among themselves to apportion costs.

Sincerely yours,

John Kelley
John Kelley, Chief
Superfund Program Management Branch

Enclosures

cc: William Child, Director
Division of Land Pollution Control
Illinois Environmental Protection Agency
2200 Churchill Road
P.O. Box 19276
Springfield, Illinois 62794-9276

DEAD CREEK POTENTIALLY RESPONSIBLE PARTY LIST

1. Cerro Copper Products Company
P.O. Box 681
East St. Louis, IL 62202
2. Midwest Rubber Reclaiming
P.O. Box 2349
East St. Louis, IL 602202
3. Ruan Transportation
Box 855
DesMoines, IA 50304
4. Monsanto Chemical Company
500 Monsanto Avenue
Sauget, IL 62206-1198

**CUMULATIVE COST SUMMARY
DEAD CREEK, IL
SUPERFUND SITE # 60
PREPARED 12/11/89**

EPA EXPENDITURES		Cumulative Costs Through October 31, 1989	
EPA PAYROLL —			
-- Headquarters	\$		0.00
-- Regional			6,624.80
INDIRECT COST —			
			4,640.10
EPA TRAVEL —			
-- Headquarters			0.00
-- Regional			1,381.49
FIELD INVESTIGATION TEAM CONTRACT—			
--ECOLOGY AND ENVIRONMENT (68-01-6056)			5,773.12
OTHER EXPENDITURES—			
WDM OFFICE SUPPLIES (58589GGBX)			110.00
--OSC LET CONTRACT(68-01-6620)			30,845.00
--OSC LET CONTRACT(68-85-0151)			400.00
--OSC LET CONTRACT(68-85-0152)			<u>200.00</u>
TOTAL EPA COSTS BEFORE INTEREST	\$		49,974.51
Pre-Judgement Interest			<u>0.00</u>
TOTAL EPA COSTS FOR DEAD CREEK	\$		49,974.51
TOTAL COSTS RECOVERED TO DATE			<u>0.00</u>
TOTAL EPA UNRECOVERED COSTS DEAD CREEK	\$		49,974.51

Please Note: National Contract Laboratory program costs, if incurred, may be significantly understated. These costs do not include any lab costs that may have been billed to EPA prior to FY 1986 and no estimate of the CLP Sample Management Cost (ranges from 6.1 % to 17% of Analytical costs) is provided. A complete accounting of Contract Laboratory Costs is normally provided by VIAR

cc: *Mr. Baker*
R.H. Johnson

GARDNER, CARTON & DOUGLAS

SUITE 3400-QUAKER TOWER

321 NORTH CLARK STREET

WRITER'S DIRECT DIAL NUMBER

CHICAGO, ILLINOIS 60610-4795

(312) 644-3000

TELEX: 25-3628

TELECOPIER: (312) 644-3381

WASHINGTON D.C.

DENVER, COLORADO

SOUTHFIELD, MICHIGAN

(312) 245-8721

November 16, 1989

Attorneys for PRPs

Re: Dead Creek Sites

Gentlemen:

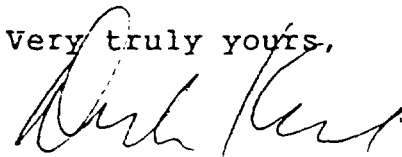
This letter will confirm our meeting concerning the Dead Creek sites that we agreed to after our meeting with the IEPA and Attorney General. The meeting will be held beginning at 10:00 a.m. in the Village Hall, Village of Sauget on December 4, 1989.

After our meeting, I had a chance to look at the attendance list and compare it to the list we received from the IEPA. I note that some of the companies who received the letter to IEPA did not attend the meeting on November 15th. I will be happy to send an invitation to those companies as well as other companies if you so wish. Please let me have your thoughts.

Also, enclosed is a listing of the attorneys with addresses and telephone numbers who gave me their cards on the 15th.

See you on the 4th.

Very truly yours,



Richard J. Kissel

RJK:pdh
Enclosure

cc: Harold G. Baker, Jr., Esq.

1898k

SAUGET - DEAD CREEK
Attorneys for PRPs - November 15, 1989

Michael L. Rodburg, Esq.
Lowenstein, Sandler, Kohl,
Fisher & Boylan
65 Livingston Avenue
Roseland, NJ 07068
(201) 922-8700
Attorney for Cerro Copper Products

Peter Keppler, Esq.
Assistant General Counsel and
Managing Attorney
Amax Zinc Company
Western Area Law Department
1707 Cole Boulevard
Golden, CO 80401-3293
(303) 231-0693

Richard L. Waters, Esq.
Armstrong, Teasdale, Schlafly,
Davis & Dicus
One Metropolitan Square
St. Louis, MO 63102-2740
(314) 621-5070
Attorney for Eagle Marine Industries

Donald D. Anderson, Esq.
McGuire, Woods, Battle & Boothe
One James Center
Richmond, VA 23219
(804) 644-4131/775-4367
Attorney for Midwest Rubber

N. Cornell Boggs, III, Esq.
Environmental Attorney
Monsanto Company
800 North Lindbergh Boulevard
St. Louis, MO 63167
(314) 694-6032

Alphonse McMahon, Esq.
Peper, Martin, Jensen, Maichel
and Hetlage
Suite 2400
720 Olive Street
St. Louis, MO 63101
(314) 421-3850/444-6445
Attorney for Sterling Steel Foundry

: 9 0 5 x

11-15-89 10:00 [REDACTED] FRP Meeting.

Terry Ayer - Mgr Superfund IEPA (MC)

Jim Morgan - IAG

Chin Semora - "

Ken Menning Field Ops IEPA

Tom Miller " " "

Paul Takam IEPA

Bruce Carlson " Attorney

\$

Area Served
HRS 1
2

TA - Believe Saugee Site most toxic
in IL even worst than South Chicago

PTakam - Slide Presentation

Diggin on Site G.

Site L - Former truck washing facility.

Site O - Sludge Dewatering Deyoon

Site Q - Deyoon been capped.

Site Q - Former Waste facility. Lot of leachate

Site R - Lig Waste Disposal Lot 1950S-1978

Jim Morgan

Commitment to fund & carry out RIFS
" " " Cleanup

They have Draft consent order

Time Table

1. 30 Days - Commitment to enter negotiations
 - Sending out new info
 - Bring in new parties
 2. 1/3/90 or 1/4/90 Meet to begin negotiations. RIFS Technical Information available
 3. 60 days sign consent Decree
 4. They will proceed against parties
 5. Begin ~~remedial~~ RIFS next summer.
-

Will USEPA involved?

Morgan said he think IEPA will be involved in RIFS.

Decree is for RIFS only.

Area I, II will have separate decrees.
No idea how much will cost for RIFS.
State has spent \$1.3 million.

CERRO COPPER PRODUCTS CO.

Other Addressees

INTERNAL MEMORANDUM

File

To: Distribution

Date: November 9, 1989

From: J. M. Grana

Subject: IEPA PRP Meeting - November 15, 1989

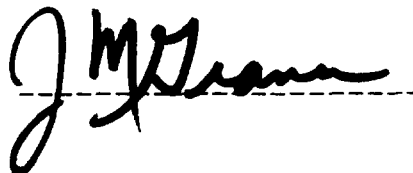
Distribution: H. Schweich
P. Tandler
M. Rodberg
J. Stewart
J. Patterson
R. Avendt
W. Shifrin

I spoke to Paul Takacs today about the meeting schedule for next week. He said he sent P. Tandler a letter today but he gave me the following information.

Date: November 15, 1989
Time: 10:00 a.m.
Location: Southern Illinois University-Edwardsville
University Center - Red Bud Room
Edwardsville, Illinois

Takacs said the letter he sent will contain an agenda for the meeting. He expects the meeting to last 1 1/2 to 2 hours. He said the meeting will mostly consist of the Agency listing their demands. There will be handouts at the meeting.

He also told me only 2 PRP's did not respond but they were minor players.

A handwritten signature in dark ink, appearing to read "J M Grana", is written over a horizontal dashed line.



CERRO COPPER PRODUCTS CO.

P.O. Box 66800

St. Louis, MO 63166-6800

618/337-6000

October 30, 1989

CERTIFIED MAIL

Mr. Paul E. Takacs, Project Manager
Federal Site Management Unit
Remedial Project Management Section
Division of Land Pollution Control
Illinois Environmental Protection Agency
P. O. Box 19276
Springfield, IL 62794-9276

RE: Notification of Attendance
L1630200005 - St. Clair County
Sauget Sites (Area I & II) - Sauget, IL

Dear Mr. Takacs:

In response to your October 16, 1989 letter, representatives from Cerro Copper Products will be attending your November 15, 1989 meeting concerning the subject negotiations.

Very truly yours,

CERRO COPPER PRODUCTS CO.

A handwritten signature in black ink, appearing to read "Paul Tandler", is written over a horizontal line.

Paul Tandler
Vice President

PT/ge

bcc: H. L. Schweich
R. Webb
J. Grana 9/15/89 10/25/89
M. Rodburg
R. Avendt
File



217/782-6760

L1630200005 -- St. Clair County
Sauget Sites (Area I, II) -- Sauget
Superfund - Compliance/Enforcement

October 16, 1989

Paul Tandler
Vice President, Manufacturing
Cerro Copper Products, Co.
Post Office Box 66800
St. Louis, Missouri 63166-6800

Dear Mr. Tandler:

Pursuant to the information request letter sent to you on August 7, 1989, the Illinois Environmental Protection Agency (IEPA) and the Illinois Attorney General's Office will conduct a meeting on November 15, 1989 for those parties who have indicated a willingness to participate in these ongoing negotiations. The information which has been provided to the State has been helpful in addressing liability issues in the areas mentioned. Your attendance at this meeting is strongly encouraged.

If you wish to attend these negotiations, you should notify the undersigned in writing within fourteen (14) calendar days from receipt of this letter. Failure to provide such written notification will be interpreted as a refusal of participation.

Upon receiving your written notification, further details will be forwarded to you concerning the November 15, 1989 meeting. Thank you for your cooperation.

Sincerely,

Paul E. Takacs, Project Manager
Federal Site Management Unit
Remedial Project Management Section
Division of Land Pollution Control

PET:lab/3587k

cc: Terry Ayers
William Child
Bruce Carlson
Christine Zeman - IAGO
Jim Morgan - IAGO
Division File

10-17-89

cc. H. L. SCHWEICH

R. WOTB

J. GRANA

M. RODRIG

R. BROWN

CERRO COPPER PRODUCTS CO.

INTERNAL MEMORANDUM

Other Addressees

H.L. Schweich
M. Rodberg
J. Stewart

~~File~~


To: P. Tandler

Date: October, 12, 1989

From: J. M. Grana

Subject: Sauget Sites-PRP Meeting

While I was on the phone with Paul Takcas of IEPA on 10/5/89 concerning the sample results for the pole drilling incident, he mentioned that IEPA was planning a Sauget Sites PRP meeting the first or second week of November. He said that we would receive notices in the mail in the near future but did not give a specific date.



A handwritten signature, likely of J. M. Grana, is written over a horizontal dashed line.

Other Addressees

CERRO COPPER PRODUCTS CO.

INTERNAL MEMORANDUM

File

To: P. Tandler

Date: October 6, 1989

Revision 1

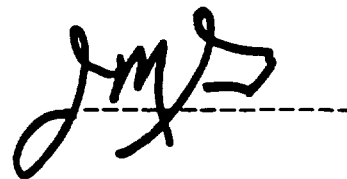
From: J. M. Grana

Subject: Request For Documents-Area I & II

Below is a list of documents sent to Anne Conley-Pitchell of Lowenstein, Sandler, Kohl, Fisher & Boylan on 10/4/89, 10/5/89 and 10/6/89 concerning the request for information by IEPA for Area I & II.

1. 1974 Agreement for P/Chem Plant between the Industries
2. Biodize 12/22/70 Water Pollution Abatement Program - Village of Sauget Illinois - Flow Measurement Report
3. Biodize 1/4/71 Water Pollution Abatement Program - Village of Sauget Illinois - Report upon the Operations and Physical Condition of the Village of Sauget Primary Treatment Facility.
4. Biodize 4/15/71 Water Pollution Abatement Program - Cerro Copper And Brass Company.
5. Biodize 6/23/71 Water Pollution Abatement Program - Cerro Copper And Brass Company - Flow Measurement Report.
6. Biodize 7/20/71 Water Pollution Abatement Program - Village of Sauget Illinois - Preliminary Laboratory and Inplant Studies.
7. Russell & Axon March 1981 Pretreatment Program for the Village of Sauget, Illinois - Physical/Chemical Wastewater Treatment Facility.
8. P/Chem Plant Billing from 1971 through 1980
9. MSDS Sheets of the refractory bricks and mortars used today.
10. Letter from Geo. Sallwasser(Horner & Shifrin) to Joe Goldenberg(Goldenberg & Assoc.) dated 11/10/65 concerning Dead Creek Pump Station design changes requested by Monsanto.
11. Letters dated 11/27/72 & 8/16/68 from Monsanto concerning the material Monsanto put into its landfill. The letters were addressed to the IEPA & IL Sanitary Water Board respectively.

12. Letters dated 7/12/73, 7/17/78, 8/13/78 & 7/5/83 to the Village concerning the payment of the bill under protest.

A handwritten signature, appearing to be 'JMS', is written in black ink over a horizontal dashed line.

CERRO COPPER PRODUCTS CO.

INTERNAL MEMORANDUM

Other Addressees

File

To: P. Tandler

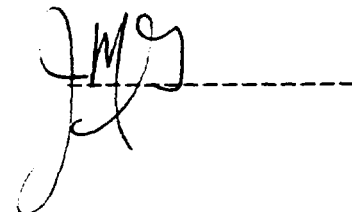
Date: October 5, 1989

From: J. M. Grana

Subject: Request For Documents-Area I & II

Below is a list of documents sent to Anne Conley-Pitchell of Lowenstein, Sandler, Kohl, Fisher & Boylan on 10/4/89 and 10/5/89 concerting the request for information by IEPA for Area I & II.

1. 1974 Agreement for P/Chem Plant between the Industries
2. Biodize 12/22/70 Water Pollution Abatement Program - Village of Sauget Illinois - Flow Measurement Report
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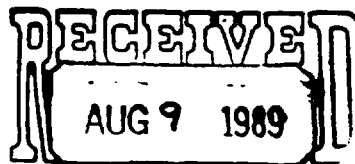


217/782-6762

L1630200005 -- St. Clair County
Sauget Sites - Area I

August 7, 1989

Paul Tandler
Vice President - Manufacturing
Cerro Copper Products Co.
Queeny Avenue
Sauget, Illinois 62206



BY P. T.

Dear Sir or Madam:

The Illinois Environmental Protection Agency (IEPA) has documented the release or threatened release of hazardous substances, pollutants and contaminants at the above-referenced Area. A diagram indicating the property included in Area I is provided as Attachment 1 to this letter. IEPA is planning to spend public funds to investigate and control these releases and has completed HRS documentation for Area I sites. Recommendation will be made to USEPA Headquarters for nomination to the National Priorities List (NPL). The Area I score is above that required for NPL listing and such listing is, therefore, anticipated. Upon listing, action will be taken by USEPA pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. 99-499 (SARA), unless both USEPA and IEPA determine that appropriate action will be properly executed by a responsible party. Responsible parties under CERCLA include the current and former owners and operators, and persons who generated the hazardous substances or were involved in transport, treatment, or disposal of hazardous substances at the subject Area.

Based on data generated during the State's investigation of Area I, IEPA has information indicating that you are a potential responsible party (PRP). Before the State of Illinois undertakes necessary action at Area I, IEPA will give you the opportunity to work with other PRPs to voluntarily perform your share of the work required to abate any release or threatened release of hazardous substances, pollutants, and contaminants from this Area. You should be aware that under Section 107(a) of CERCLA, 42 U.S.C. §9607, and Section 22.2(f) of the Environmental Protection Act, Ill. Rev. Stat., Ch. 111 1/2, par. 1022.2(f), where the State uses public funds to conduct removal or remedial action, you may be liable for all costs associated with such action including investigation, planning, enforcement and cleanup costs.

IEPA is planning to conduct the following studies at Area I:

- * 1. A Remedial Investigation (RI) to identify the local hydrogeological characteristics, and define the nature and extent of soil, air, groundwater, and surface water contamination; and



Page 2

- * 2. A Feasibility Study (FS) to evaluate possible remedial alternatives to remove or contain hazardous substances, pollutants, and contaminants.

In addition to the above studies, corrective measures will be necessary to protect public health, welfare or the environment. These corrective measures will include, but are not necessarily limited to:

1. Implementation of initial remedial measures, e.g., securing unfenced property to prevent contact with any potentially hazardous or toxic materials at Area I and/or removal of contaminated material from the surface;
2. Designing and implementing the IEPA-approved remedy for Area I; and
3. Providing any necessary ongoing monitoring and maintenance.

The State would like to encourage "good faith" negotiations among you, other PRPs, the IEPA and the Illinois Attorney General's Office, leading to the entry of consent decrees for conduct of the RI/FS studies and the corrective measures mentioned above. To facilitate such negotiations, Attachment 2 of this letter is a list of names and addresses of other PRPs who are also receiving this letter. As PRPs, it would be advisable to organize yourselves into a single representative body to begin negotiation with IEPA and the Attorney General's Office for a privately funded RI/FS. The obvious benefit is that PRPs are able to exercise a greater degree of control over remedial design and implementation.

3/22/81
If you wish to be a part of these negotiations, you should notify the undersigned in writing within fourteen (14) calendar days within receipt of this letter. If you do not provide such written notification to the undersigned indicating your willingness to participate with other PRPs, IEPA will assume that you decline participation. Within forty-five (45) days, the State will contact those PRPs who have indicated a willingness to participate to schedule negotiations.

In addition, IEPA is seeking to obtain certain other information from you pursuant to authority granted under Section 104 of CERCLA, 42 U.S.C. §9604; Section 3007 of the Resource Conservation and Recovery Act (RCRA) as amended, 42 U.S.C. §6927; and Section 4 of the Environmental Protection Act, Ill. Rev. Stat., Ch. 111 1/2, par. 1004. This information is needed to enforce CERCLA, RCRA and the Environmental Protection Act and to assist in determining the need for response to a release of hazardous substance(s) under CERCLA and the Environmental Protection Act. Pursuant to these statutory provisions, you are hereby requested to submit the information describe below.

1. Copies of all shipping documents or other business documents relating to the transportation, storage and/or disposal of waste materials or substances at the above-referenced Area.



Page 3

2. A detailed description of the generic, common and/or trade names and the chemical composition and character (i.e. liquid, solid, sludge) of the material offered by you for transportation to, storage and/or disposal at the above referenced Area.
3. For each waste material or substance identified above please give the total volume (gallons for liquids and sludges and cubic yards for solids) which you transported to, stored or disposed of at the above-referenced Area, and list when transportation storage or disposal occurred. Also, describe as accurately as possible the precise location where said activities took place.
4. A description of arrangements that were made for transportation of your waste materials or substances to the above-referenced Area, including method(s) of transportation used (i.e. tankers, dump trucks, drums).
5. The names of the transporter(s) of your waste materials or substances, including the former and current address of the transporter(s).
6. Copies of all records, including analytical results and material safety data sheets, which indicate the chemical composition and/or chemical character of the waste material(s) transported to, stored or disposed of at the above-referenced Area.
7. A list and description of any and all liability insurance that is and was carried by you, including but not limited to any self-insurance provisions, which relate to waste materials or substances and the above-referenced Area. Include copies of all such insurance policies.
8. Evidence of transactions and/or agreements made between yourself and owners of property within the above-referenced Area during the period of disposal.

The information sought pertains to any and all information in your possession, custody, or control relating to the operation of the above-referenced Area and to the transportation, storage, and/or disposal of hazardous substances or the generation of hazardous substances which were ultimately disposed of or offered for disposal at the Area. The relevant time period for this request is from 1930 through the present.

For purposes of this information request, "shipping documents" shall mean all contracts, agreements, purchase orders, requisitions, pick-up or delivery tickets, customs forms, freight bills, shipping memoranda, order forms, weight tickets, work orders, manifests, shipping orders, packing slips, bills of lading, invoices, bills and any other similar documents that evidence discrete transactions involving shipment, or the arrangement for shipment, of materials to, through, or from, the above-referenced Area. "Waste materials" shall mean any material which is reclaimed or intended to be discarded, including, but



not limited to, hazardous substances, solid wastes and hazardous wastes, and other material which may or may not contain pollutants or contaminants, and shall include reclaimed and off-specification materials of any kind.

1-2-84
The information sought herein must be sent to IEPA within thirty (30) calendar days of your receipt of this letter. Any person who generates, stores, treats, transports, disposes, arranges for the disposal of, or otherwise handles hazardous wastes and hazardous substances, as those terms are defined in Section 1004(5) of RCRA, 42 U.S.C. §6903(5), and Section 101(14) of CERCLA, 42 U.S.C. §9607(14), and fails to furnish IEPA with requested information related to such activities is subject to sanctions. Under Section 3008 of RCRA, 42 U.S.C. §6982, failure to comply with this request may result in an order requiring compliance or in a civil action for appropriate relief. These provisions also provide for civil penalties. Failure to comply with this request under Section 104 CERCLA, 42 U.S.C. §9604, may result in a civil enforcement action being brought against you.

The information requested herein must be provided notwithstanding its possible characterization as confidential information or trade secrets. You may request, however, that any such information be afforded confidential protection. A request for confidential protection must be made when the information is provided since any information not so identified will not be accorded this protection by the IEPA. Information claimed as confidential will be handled in accordance with the provisions of 35 Ill. Adm. Code, Part 161.

The written statements submitted pursuant to this request must be notarized and submitted under an authorized signature certifying that all information contained therein is true and accurate to the best of the signatory's knowledge and belief. Moreover, any documents submitted to IEPA pursuant to this information request should be certified as true and authentic to the best of the signatory's knowledge and belief. Should the signatory find, at any time after the submittal of the requested information, that any portion of the submitted information is false, the signatory should so notify IEPA. If any answer certified as true should be found to be untrue, the signatory can and may be prosecuted.

Your reply to the request for information under Section 104 of CERCLA and Section 3007 of RCRA should be considered separate and distinct from that relating to participation in response activities at Area I. Your reply to IEPA's request for information should be sent to:

William C. Child, Manager
Illinois Environmental Protection Agency
Division of Land Pollution Control
2200 Churchill Road
Post Office Box 19276
Springfield, Illinois 62794-9276



Page 5

If you need further information or wish to indicate to IEPA your willingness to participate in response activities, please contact Paul Takacs, IEPA Remedial Project Manager at the above number, or Joseph Madonia, Assistant Attorney General, at (217) 782-9030.

Thank you for giving this matter your immediate attention.

Respectfully,

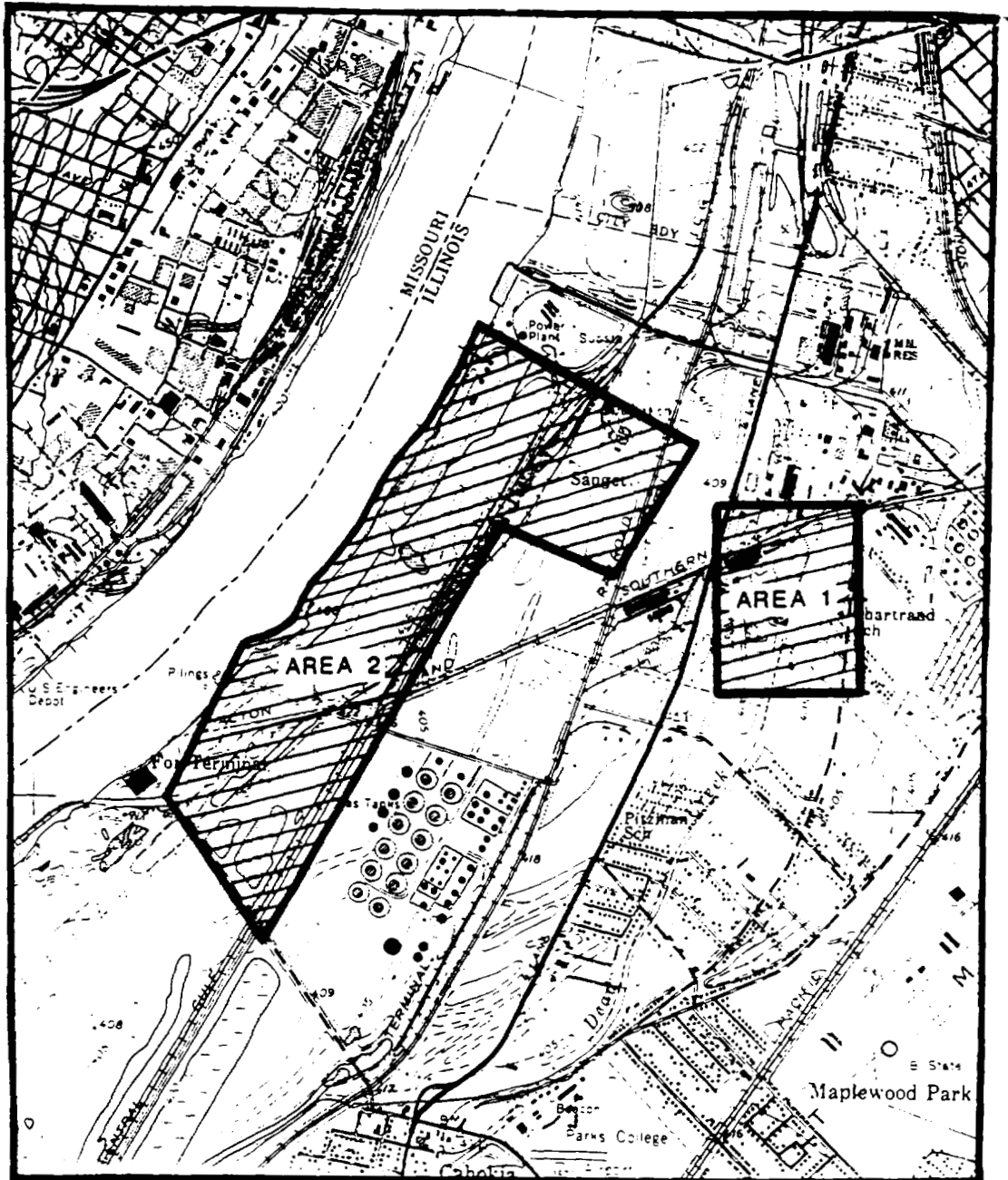
A handwritten signature in cursive script that reads "William C. Child".

William C. Child, Manager
Division of Land Pollution Control

WCC:PT:jab/2589,2591k/1-5

cc: Bharat Mathur - IEPA
Jim Frank - IEPA
Terry Ayers - IEPA
Paul Takacs - IEPA
Bruce Carlson - IEPA
Joe Madonia - IAGO
Nancy Mackiewicz - IAGO

ATTACHMENT 1
Reference Area Map



SOURCE: USGS Cahokia Quad, 1974.

SCALE
0 0.5 1 MILE

ATTACHMENT 2
PRP List - Area I

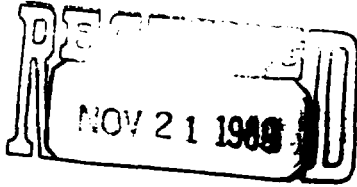
Cerro Copper Products Co. ✓
Queeny Avenue
Sauget, IL 62206

Midwest Rubber Reclaiming co.
3101 Mississippi Avenue
Sauget, IL 62206

Monsanto Company
800 North Lindbergh Blvd.
St. Louis, MO 63167



NEIL F. HARTIGAN
ATTORNEY GENERAL
STATE OF ILLINOIS
SPRINGFIELD
62706



November 20, 1989

BY P. T.

To: See Attached Mailing List.

Re: Sauget Sites (Areas I and II)

Greetings:

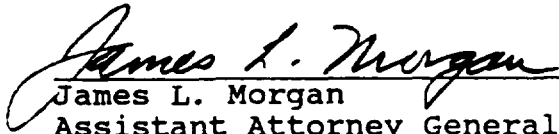
The purpose of this letter is to reiterate the schedule for pursuing a PRP-funded RIFS in this matter set forth by the Illinois Environmental Protection Agency and the Attorney General's office at the meeting held November 15th. That schedule is as follows:

1. By November 30, 1989, we are asking that all information regarding identification of additional PRP's be submitted (such submittals should be directed to my attention at the Attorney General's office);
2. By December 15, 1989, the Agency will send out notices to participate/information requests to new PRP's;
3. By December 15, 1989, all currently named PRP's wishing to participate in further negotiations with the State on the PRP funded RIFS shall submit a notice of intent to participate to the Attorney General's office (directed to my attention) with an additional time period being provided for newly identified PRP's to submit a similar notice;
4. January 3 or 4, 1990--initial negotiation session; and
5. March 5, 1990--conclude negotiations on consent order governing PRP-funded RIFS.

We are also including a copy of the model RIFS work plan described as Attachment I in the draft consent order.

If you have any questions regarding this schedule,
please contact me at 217/782-9030.

Sincerely,


James L. Morgan
Assistant Attorney General
Environmental Control Division

JLM:rsr
Enclosure
cc: Paul Takacs
Bruce Carlson

Mr. N. Cornell Boggs
Monsanto Company
800 N. Lindbergh Blvd.
St. Louis, MO 63167

Max W. McCombs
General Superintendent
Government & Environmental Affairs
Monsanto Chemical Company
500 Monsanto Avenue
Sauget, IL 62206-1198

Michael L. Rodberg
Lowenstein, Sandler, Brochin, Kohl,
Fisher & Boylan, P.C.
65 Livingston Avenue
Roseland, NJ 07068-1791

Paul Tandler, Vice President
Cerro Copper Products Co.
P.O. Box 66800
St. Louis, MO 63166-6800

Horace J. Drake
Vice President & General Manager
Midwest Rubber Reclaiming Division
P.O. Box 2349
East St. Louis, IL 62202-2349

Alphonse McMahon
Peper, Martin, Jenson, Maichel
& Hetlage
720 Olive Street, 24th Floor
St. Louis, MO 63101-2396

Harold G. Baker
Village of Sauget
2897 Falling Springs Road
Sauget, IL 62206

Richard J. Kissel
Gardner, Carton & Douglas
Quaker Tower, Suite 3400
321 N. Clark Street
Chicago, IL 60610-4795

Richard D. Burke
Executive Vice President
Riverport Terminal & Fleeting Co.
200 N. Broadway, Suite 1725
St. Louis, MO 63102-2716

Frank L. Pelgrini
Chateau Center, Suite 400
133 S. Eleventh Street
St. Louis, MO 63102

Fred H. Leyhe, President
Eagle Marine Industries, Inc.
2701 North Geyer Road
St. Louis, MO 63131

Peter Keppler
Assistant General Counsel
Amax, Inc.
1707 Cole Blvd.
Golden, CO 80401-3293



RECEIVED
NOV 22 1989

OFFICE OF THE ATTORNEY GENERAL
NELL F. HARTIGAN
ATTORNEY GENERAL
STATE OF ILLINOIS

BY P. T.

TO: Paul Tandler

DATE: 11/21/89

FROM: James L. Morgan

RE: Attachment 1

- ☐ TAKE NECESSARY ACTION
- ☐ FOR YOUR APPROVAL
- ☐ APPROVED
- ☐ REPLY
- ☐ RE-DO AND RE-SUBMIT
- ☐ FOR YOUR COMMENTS
- ☐ FOR YOUR INFORMATION
- ☐ FOR YOUR SIGNATURE

- ☐ DRAFT (LETTER) (MEMO) FOR
(MY) (YOUR) SIGNATURE
- ☐ PER OUR CONVERSATION
- ☐ SEE ME ABOUT ATTACHED
- ☐ RETURN
- ☐ FILE
- ☐ SEE REVERSE SIDE FOR
ADDITIONAL COMMENTS

REMARKS:

Attached is Attachment 1 to the 11/20/89 letter.

APPENDIX C
MODEL STATEMENT OF WORK FOR
REMEDIAL INVESTIGATIONS AND FEASIBILITY STUDIES

INTRODUCTION

This model statement of work (SOW) was developed to provide users of this guidance with an illustrative example of how the specific tasks¹ carried out during a remedial investigation (RI) and feasibility study (FS) may be presented. Because an RI/FS is phased in accordance with a site's complexity and the amount of available information, it may be necessary to modify components of the SOW in order to tailor the tasks to the specific conditions at a site. Similarly, the level of detail and the specification of individual tasks will vary according to the budget, size, and complexity of the contract. Therefore, a SOW may differ, or additional tasks may be added to what is presented here.

A SOW should begin with a section identifying the site, its regulatory history, if any, and a statement and discussion of the purpose and objectives of the RI/FS within the context of that particular site. This section should be followed by a discussion of the specific tasks that will be necessary to meet the stated objectives. The SOW should be accompanied by U.S. EPA's Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA (EPA, October 1988).

¹ REM contractor standard tasks have been developed for cost accounting purposes (see Appendix B) and are the basis of the format of this model SOW.

- o Task 6--Risk Assessment
- o Task 7--Treatability Studies
- o Task 8--RI Report(s)
- o Task 9--Remedial Alternatives Development and Screening
- o Task 10--Detailed Analysis of Alternatives
- o Task 11--FS Report(s)

The contractor shall specify a schedule of activities and deliverables, a budget estimate, and staffing requirements for each of the tasks which are described below.

Task 1--Project Planning

Upon receipt of an interim authorization memorandum (used to authorize work plan preparation) and this SOW from U.S. EPA outlining the general scope of the project, the contractor shall begin planning the specific RI/FS activities that will need to be conducted. As part of this planning effort, the contractor will compile existing information (e.g., topographic maps, aerial photographs, data collected as part of the NPL listing process, and data collected as part of the drum removal of 1982) and conduct a site visit to become familiar with site topography, access routes, and the proximity of potential receptors to site contaminants. Based on this information (and any other available data), the contractor will prepare a site background summary that should include the following:

- o Local Regional Summary. A summary of the location of the site, pertinent area boundary features and general site physiography, hydrology, geology, and the location(s) of any nearby drinking water supply wells.
- o Nature and Extent of Problem. A summary of the actual and potential onsite and offsite health and environmental effects posed by any remaining contamination at the site. Emphasis should be on providing a conceptual understanding of the sources of contamination, potential release mechanisms,

Once the scope has been agreed upon with EPA, the contractor will (1) develop the specific project plans to meet the objectives of the RI/FS¹ and (2) initiate subcontractor procurement and coordination with analytical laboratories. The project plans will include: a work plan which provides a project description and outlines the overall technical approach, complete with corresponding personnel requirements, activity schedules, deliverable due dates, and budget estimates for each of the specified tasks; a sampling and analysis plan (composed of the field sampling plan (FSP) and the quality assurance project plan (QAPP)); a health and safety plan; and a community relations plan. The latter three plans are described below.

Sampling and Analysis Plan. The contractor will prepare a SAP which will consist of the following:

Field Sampling Plan. The FSP should specify and outline all necessary activities to obtain additional site data. It should contain an evaluation explaining what additional data are required to adequately characterize the site, conduct a baseline risk assessment, and support the evaluation of remedial technologies in the FS. The FSP should clearly state sampling objectives; necessary equipment; sample types, locations, and frequency; analyses of interest; and a schedule stating when events will take place and when deliverables will be submitted.

Quality Assurance Project Plan. The QAPP should address all types of investigations conducted and should include the following discussions:

- o A project description (should be duplicated from the work plan)

¹ At some sites it may be necessary to submit an interim work plan initially until more is learned about the site. A subsequent, more thorough project planning effort can then be used to develop final workplans.

Field Activities; U.S. EPA Order 1440.3--Respiratory Protection; U.S. EPA Occupational Health and Safety Manual; and U.S. EPA Interim Standard Operating Procedures (September, 1982). The plan should provide a site background discussion and describe personnel responsibilities, protective equipment, health and safety procedures and protocols, decontamination procedures, personnel training, and type and extent of medical surveillance. The plan should identify problems or hazards that may be encountered and how these are to be addressed. Procedures for protecting third parties, such as visitors or the surrounding community, should also be provided. Standard operating procedures for ensuring worker safety should be referenced and not duplicated in the HSP.

Community Relations Plan. The contractor will prepare a community relations plan on how citizens want to be involved in the process based on interviews with community representatives and leaders. The CLP will describe the types of information to be provided to the public and outline the opportunities for community comment and input during the RI/FS. Deliverables, schedule, staffing, and budget requirements should be included in the plan.

The work plan and corresponding activity plans will be submitted to EPA as specified in the contract or as discussed in the initial meeting(s). The contractor will provide a quality review of all project planning deliverables.

Task 2--Community Relations

The contractor will provide the personnel, services, materials, and equipment to undertake a community relations program. This program will be integrated closely with all remedial response activities to ensure community understanding of actions being taken and to obtain community input on RI/FS progress. Community relations support provided by the contractor will include, but may not be limited to, the following:

activities will focus on problem definition and result in data of adequate technical content to evaluate potential risks and to support the development and evaluation of remedial alternatives during the FS. The aerial extent of investigation will be finalized during the remedial investigation.

Site investigation activities will follow the plans developed in Task 1. Strict chain-of-custody procedures will be followed and all sample locations will be identified on a site map. The contractor will provide management and QC review of all activities conducted under this task. Activities anticipated for this site are as follows:

- o Surveying and Mapping of the Site.¹ Develop a map of the site that includes topographic information and physical features on and near the site. If no detailed topographic map for the site and surrounding area exists, a survey of the site will be conducted. Aerial photographs should be used, when available, along with information gathered during the preliminary site visit to identify physical features of the area.
- o Waste Characterization. Determine the location, type, and quantities as well as the physical or chemical characteristics of any waste remaining at the site. If hazardous substances are held in containment vessels, the integrity of the containment structure and the characteristics of the contents will be determined.
- o Hydrogeologic Investigation. Determine the presence and potential extent of ground water contamination. Efforts should begin with a survey of previous hydrogeologic studies and other existing data. The survey should address the soil's retention capacity/mechanisms, discharge/recharge areas,

¹ May be conducted under Task 1 as part of the site visit or limited investigation.

measurements to ensure that the data collected during the investigation are of adequate quality and quantity to support the risk assessment and the FS. Collected data should be validated at the appropriate field or laboratory QC level to determine whether it is appropriate for its intended use. Task management and quality controls will be provided by the contractor. The contractor will incorporate information from this task into the RI/FS report appendixes.

Task 5--Data Evaluation

The contractor will analyze all site investigation data and present the results of the analyses in an organized and logical manner so that the relationships between site investigation results for each medium are apparent. The contractor will prepare a summary that describes (1) the quantities and concentrations of specific chemicals at the site and the ambient levels surrounding the site; (2) the number, locations, and types of nearby populations and activities; and (3) the potential transport mechanism and the expected fate of the contaminant in the environment.

Task 6--Risk Assessment

The contractor shall conduct a baseline risk assessment to assess the potential human health and environmental risks posed by the site in the absence of any remedial action. This effort will involve four components: contaminant identification, exposure assessment, toxicity assessment, and risk characterization.

- o Contaminant Identification. The contractor will review available information on the hazardous substances present at the site and identify the major contaminants of concern. Contaminants of concern should be selected based on their intrinsic toxicological properties because they are present in

identified as early as possible to determine whether there is a need to conduct treatability studies to better estimate costs and performance capabilities. Should treatability studies be determined to be necessary, a testing plan identifying the types and goals of the studies, the level of effort needed, a schedule for completion, and the data management guidelines should be submitted to EPA for review and approval. Upon EPA approval, a test facility and any necessary equipment, vendors, and analytical services will be procured by the contractor.

Upon completion of the testing, the contractor will evaluate the results to assess the technologies with respect to the goals identified in the test plan. A report summarizing the testing program and its results should be prepared by the contractor and presented in the final RI/FS report. The contractor will implement all management and QC review activities for this task.

Task 8--PI Report

Monthly reports will be prepared by the contractor to describe the technical and financial progress at the OTR site. Each month the following items will be reported:

- o Status of work and the progress to date
- o Percentage of the work completed and the status of the schedule
- o Difficulties encountered and corrective actions to be taken
- o The activity(ies) in progress
- o Activities planned for the next reporting period
- o Any changes in key project personnel

- o Establish Remedial Action Objectives and General Response Actions¹. Based on existing information, site-specific remedial action objectives to protect human health and the environment should be developed. The objectives should specify the contaminant(s) and media of concern, the exposure route(s) and receptor(s), and an acceptable contaminant level or range of levels for each exposure route (i.e., preliminary remediation goals).

Preliminary remediation goals should be established based on readily available information (e.g., RfDs) or chemical-specific ARARs (e.g., MCLs). The contractor should meet with EPA to discuss the remedial action objectives for the site. As more information is collected during the RI, the contractor, in consultation with EPA, will refine remedial action objectives as appropriate.

General response actions will be developed for each medium of interest defining contaminant, treatment, excavation, pumping, or other actions, singly or in combination to satisfy remedial action objectives. Volumes or areas of media to which general response actions may apply shall be identified, taking into account requirements for protectiveness as identified in the remedial action objectives and the chemical and physical characteristics of the site.

- o Identify and Screen Technologies. Based on the developed general response actions, hazardous waste treatment technologies should be identified and screened to ensure that only those technologies applicable to the contaminants present, their physical matrix, and other site characteristics will be considered. This screening will be based primarily on a

¹ Preliminary remedial action objectives are developed as part of the project planning phase.

The evaluation criteria are as follows:

- c Overall Protection of Human Health and the Environment addresses whether or not a remedy provides adequate protection and describes how risks posed through each pathway are eliminated, reduced, or controlled through treatment, engineering controls, or institutional controls.
- c Compliance with ARARs addresses whether or not a remedy will meet all of the applicable or relevant and appropriate requirements of other Federal and State environmental statutes and/or provide grounds for invoking a waiver.
- c Long-Term Effectiveness and Permanence refers to the ability of a remedy to maintain reliable protection of human health and the environment over time once cleanup goals have been met.
- c Reduction of Toxicity, Mobility, or Volume Through Treatment is the anticipated performance of the treatment technologies a remedy may employ.
- c Short-Term Effectiveness addresses the period of time needed to achieve protection and any adverse impacts on human health and the environment that may be posed during the construction and implementation period until cleanup goals are achieved.
- c Implementability is the technical and administrative feasibility of a remedy, including the availability of materials and services needed to implement a particular option.
- c Cost includes estimated capital and operation and maintenance costs, and net present worth costs.
- c State Acceptance (Support Agency) addresses the technical or administrative issues and concerns the support agency may have regarding each alternative.

CERRO COPPER PRODUCTS CO.

Other Addressees

H. L. Schweich W/Attachments
P. Tandler
R.E. Conreaux

INTERNAL MEMORANDUM

To: File

Date: November 15, 1989

From: J. M. Grana

Subject: IEPA - Sauget Sites PRP Meeting
November 15, 1989

This memo is written to summarize the subject meeting between IEPA/IAGO and the Sauget Site's PRPs. The meeting began at 10:00 a.m. at the University Center of SIU-Edwardsville. A list of those in attendance is attached. Below is a list of those who attended from Cerro and the IEPA/IAGO office.

Cerro

P. Tandler
J. Grana
J. Patterson
R. Avendt
M. Rodburg
W. Shifrin

State of Illinois

Terry Ayres - IEPA Springfield
Paul Takacs - IEPA Springfield
Ken Mensing - IEPA Collinsville
Tom Miller - IEPA Collinsville
Bruce Carlson - IEPA Atty.
Jim Morgan - IAGO
Chris Semons - IAGO

Terry Ayres - He began meeting by introducing the representatives from the State. He then commented that the Sauget Sites are the most contaminated sites in the state of Illinois, even worse than the sites in the south Chicago Area. He stated that Areas I & II both scored high enough to be placed on the NPL and that they have been submitted to USEPA for inclusion on the Superfund list.

Paul Takacs - Narrated a slide presentation. Generally showing pictures of the different sites.

Jim Morgan - Stated that they want two basic things from the PRPs. 1. Commitment to fund and carry out an RI/FS and 2. Commitment to fund and carry out remediation chosen by the IEPA. He provided the group the draft consent decree which will be filed in Federal Court. Morgan then discussed a time table for actions. Below is the timetable and the action.

By 12/15/89 - Commitment from PRPs to negotiate the RI/FS. Also he would like the PRPs to provide IEPA with any additional PRPs. Morgan stated that additional technical information would also be available.

On 1/3/90 - Negotiations to begin with PRPs

On 3/3/90 -

Finalize and sign the consent decree on RI/FS.
Begin legal action against non-consenting PRPs.

There will be separate decrees for Areas I & II. USEPA will not be involved in RI/FS but on any R/A, USEPA would probably have to give approval.

Dick Kissel asked about RI/FS cost. Takacs said there is none determined to date. However, IEPA have already spent \$3.0 MM to date.

Kissel asked about a list of PRPs. Takacs said use the list on the notifications. They wanted the PRPs to name others PRPs.

Meeting ended at 10:35 a.m.

After the meeting the State left the room and the door closed to allow the PRPs to discuss some issues.

M. Rodberg - Introduced himself and discussed Cerro's characterization work done to verify E&E data. He said he would like to set up a meeting between the PRPs to discuss a united response to the draft consent decree. He asked how the others felt about this plan.

S. Krichma (Monsanto) - Interested in Area II only. He said Monsanto is already in litigation in Area II consequently they may not want to enter into a consent decree. However he does support the idea of a meeting.

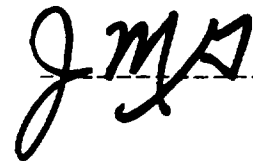
A meeting will be held on 12/4/89 at 10:00 a.m. at the Sauget Village Hall. The Village will coordinate the meeting.

After returning to Cerro we discussed providing IEPA a list of PRP's for Area I. Rodburg will draft a letter to IEPA with the following names:

Big River Zinc
Mobil Oil
Sauget & Co.
Ethyl Petroleum
Hankins

H. Waggoner
Sterling Steel
Rogers Cartage
Alton & Southern R.R.

The agenda for the 11/28/89 meeting was then discussed. Rodburg said he would put together an agenda.



P.S. to H.L.S.:

A copy of the draft Consent Decree is attached for your information.

<u>Name</u>	<u>Affiliation</u>
Thomas W. Gault	IEPA / RS
KEN MENGING	IEPA - COLLINSVILLE
Jim Morgan	IAG - Springfield
PAUL TARACS	IEPA
Terry Ayers	IEPA
Bruce Carlson	IEPA
Christine Zeman	AGO Spfld
DICK KISSEL	GCTD - Village of Sayre
DAN HAYES	Atty - Village of Sayre
WALTER SHIEFFIN	SHIEFFIN & ASSOCIATES, INC.
Michael ROBBURG	atty - Cerro Copper
J. W. Patterson	Patterson Schuster, Inc.
Paul Tansler	Cerro Copper
RAY AVENOT	AVENOT GROUP INC.
JOE GRANA	Cerro Copper
SA SILVERSTEIN	CONSULTANT
Richard D Burke	Eagle MARINE INDUSTRIES &
Richard Waters	ATSD & D - Eagle Marine Industries
Julie Emmerich	Atty - Eagle Marine Ind.
Mara McGinnis	IEPA
ROY LUSSOW	Greening Steel Fdy INC
Al McMahon	Peyer, Martin for Sterling Steel
Max McCombs	Monsanto
Horace J. Drake	Midwest Rubber
David D Anderson	Attorney for Midwest Rubber
Cornell Boggs	Monsanto
Stephen KRCHMA	Monsanto
Will Varnado	Monsanto
INEZ MARLEY	MONSANTO
Warren Z. Small	Monsanto
Peter Kessler	Amox Zinc Co.

IN THE DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF ILLINOIS

PEOPLE OF THE STATE OF ILLINOIS,))	
Plaintiff,)	
-v-	)	No.
COMPANY X,)	
Defendant.)	

INTERIM CONSENT ORDER

This action was commenced by the People of the State of Illinois, by Neil F. Hartigan, Attorney General of the State of Illinois, at the request of the Illinois Environmental Protection Agency (hereinafter collectively referred to as "plaintiff"), to obtain injunctive and other relief, pursuant to sections 107 and 121 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended (42 U.S.C. sections 9607 and 9621), and the Illinois Environmental Protection Act (Ill. Rev. Stat. 1987, ch. 111 1/2, par. 1001, et seq.) and regulations promulgated thereunder, and to abate a public nuisance. The plaintiff and the defendant, COMPANY X (hereinafter "defendant"), believing that litigation of this matter would be neither in their best interests nor in the best interests of the public, have each agreed to the entry of this Interim Consent Order.

NOW THEREFORE, it is hereby ordered and adjudged as follows:

I. JURISDICTION

This court has jurisdiction of the subject matter herein and of the parties consenting hereto, pursuant to sections 107

and 121 of CERCLA (42 U.S.C. 9607 and 9621) and the Illinois Environmental Protection Act (Ill. Rev. Stat. 1985, ch. 111 1/2, par. 1001 et seq.) and pursuant to the court's equitable power to abate public nuisances.

II. FACT STIPULATION

[This section will describe each area of contamination to be addressed in the Interim Consent Order, the defendant signatory's relationship to each area, and any work done by each defendant signatory to address the contamination.]

III. OBJECTIVE

The objective of this Interim Consent Decree is for defendant to complete:

(1) A remedial investigation (RI) to determine the nature and extent of the release or threatened release of hazardous substances, pollutants or contaminants from the locations in and along Dead Creek referred to above (hereinafter the "Site"), and

(2) a feasibility study (FS) to identify and evaluate remedial alternatives which will eliminate the release or threatened release of hazardous substances, pollutants or contaminants from the Site. Defendant's completion of the remedial investigation and feasibility study (RI/FS) shall provide the basis for the plaintiff's subsequent final screening and selection of remedial alternatives, which shall be done in accordance with the standards set forth herein in Attachment I. Defendant's implementation of the selected remedy shall be governed by a subsequent Remedial Design/Remedial Action (RD/RA) consent decree.

The work conducted by defendant pursuant to this Interim Consent Order is subject to the plaintiff's approval as provided herein; it shall be conducted in accordance with sound scientific, engineering and construction practices, and it shall be consistent with the National Contingency Plan, 40 CFR Section 300.68(a) through (j) as amended, and with the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") as amended.

IV. APPLICABILITY

A) This Interim Consent Order shall apply to and be binding upon the plaintiff and defendant, as well as the successors and assigns of each. Defendant shall give notice of this Interim Consent Order to each of its successors in interest prior to the transfer of interest and shall contemporaneously verify to the plaintiff that such notice has been given. No change in ownership, corporate, or partnership status shall in any way alter the status or responsibility of defendant under this Interim Consent Order. Defendant shall remain responsible for carrying out all actions required by the terms and conditions of this Interim Consent Order.

B) Defendant shall also be responsible for ensuring that all contractors, consultants, firms and other persons or entities acting under or for it with respect to matters included herein comply with the terms of this Interim Consent Order. Defendant shall not raise as a defense to any action to enforce this consent decree the failure of any of its agents, officers, servants or employees to take such action as shall be required to comply with the provisions of this Interim Consent Order.

V. WORK TO BE PERFORMED

A) Defendant shall undertake and assure, at its own expense, the completion of all work called for by this Interim Consent Order and implementation of the objective of this Interim Consent Order. In addition, defendant shall assume any and all liability arising from or relating to its acts or omissions in the performance of the work or its failure to perform fully or complete the work required by this Interim Consent Order.

B) Beginning on the effective date of this Interim Consent Order and continuing until the work is completed, defendant shall be responsible for remediating any release or threatened release of hazardous substances at or from the Site. Further, defendant shall take such action as is reasonably necessary to assure that migration of hazardous substances from the Site to the Mississippi River does not occur from the date of this order and during the RI/FS.

C) All work to be performed by defendant pursuant to this Interim Consent Order shall be under the direction and supervision of a qualified professional engineer or certified geologist ("Project Coordinator") hired by defendant. Prior to the initiation of work at the Site, defendant shall notify the plaintiff, in writing, of the name, title, and qualifications of the proposed Project Coordinator, and of the names of principal contractors and/or subcontractors which defendant proposes to use to complete the work required by this Interim Consent Order. Defendant's selection of any such Project Coordinator, engineer, geologist or contractor and/or subcontractor shall be subject to approval by the plaintiff. Defendant may utilize its own

employees to perform subordinate tasks only upon receipt of plaintiff's approval.

D) Defendant agrees to undertake and complete a remedial investigation and feasibility study ("RI/FS") of the Site. Attachment I to this Interim Consent Order provides a Statement of Work ("SOW") to serve as a guideline for the completion of the RI/FS. The SOW is incorporated into and made a part of this Interim Consent Order.

E) Defendant shall perform the following work:

1. Within sixty (60) calendar days of the effective date of this Interim Consent Order, defendant shall submit a work plan to the plaintiff for a complete Remedial Investigation and Feasibility Study (hereinafter RI/FS Work Plan) of the Site. The RI/FS Work Plan shall be developed in conformance with the SOW, the standards set forth in Section 121 of CERCLA, U.S. EPA guidance on remedial investigations and feasibility studies, as amended, and any additional guidance documents provided by the plaintiff.
2. The RI/FS Work Plan submittal shall include, but not be limited to, the following project plans: (1) a field sampling plan; (2) a health and safety plan; (3) a quality assurance project plan; (4) provisions for the preparation of an endangerment assessment plan; (5) a data management plan and (6) a schedule, including specific dates for implementation of RI/FS tasks and deliverables such as technical memoranda, preliminary and final Remedial Investigation Reports, preliminary

and final endangerment assessments, and preliminary and final Feasibility Study Reports. The preliminary and final Remedial Investigation reports and the preliminary and final Feasibility Study reports shall be prepared in accordance with the applicable U.S. EPA guidance documents.

3. The RI/FS Work Plan shall be subject to review, modification, and approval by the plaintiff.

4. Within 45 days of receipt of the RI/FS Work Plan, the plaintiff shall notify defendant, in writing, of approval or disapproval of the RI/FS Work Plan, or any part thereof. In the event that a longer review period is required, the plaintiff shall notify defendant of that fact within 30 calendar days of receipt of the Work Plan. In the event of any disapproval, the plaintiff shall specify, in writing, any deficiencies and required modifications to the RI/FS Work Plan.

5. Within 15 days of defendant's receipt of any RI/FS Work Plan disapproval, defendant shall submit a revised RI/FS Work Plan to the plaintiff which incorporates the plaintiff's modifications.

6. In the event of the plaintiff's subsequent disapproval of the RI/FS Work Plan, the plaintiff retains the right to conduct a complete RI/FS and/or to enforce the terms of this Interim Consent Order.

7. Defendant shall implement the work detailed in the RI/FS Work Plan within fifteen (15) calendar days after the RI/FS Work Plan is fully approved in writing by the

plaintiff. The fully approved RI/FS Work Plan shall be deemed incorporated into and made an enforceable part of this Interim Consent Order. Defendant shall conduct all work in accordance with the National Contingency Plan and the State Contingency Plan, the RI/FS Guidance and the requirements of this Interim Consent Order, including the standards, specifications and schedule contained in the RI/FS Work Plan.

VI. PLANS AND REPORTS

A) Defendant shall submit to the plaintiff preliminary and final Remedial Investigation Reports and Feasibility Study Reports and any other plans or reports required by the RI/FS Work Plan.

B) Plaintiff shall review and shall retain the right to approve or disapprove the preliminary and final Remedial Investigation Report, the preliminary and final Feasibility Study Report, and any other preliminary or final plan or reports specified in the RI/FS Work Plan as requiring the plaintiff's approval.

C) If the plaintiff disapproves any preliminary or final plan or report, the plaintiff shall specify, in writing, any deficiencies and required modifications, and defendant shall submit a revised plan or report to the plaintiff within 45 days or such longer period as the plaintiff may establish. Defendant's revised plan or report shall incorporate all of plaintiff's modifications or additions.

D) In the event of subsequent disapproval of any revised plan or report, the plaintiff retains the right to

perform additional studies, to conduct a complete or partial RI/FS, and/or to enforce the terms of this Interim Consent Order.

E) Defendant shall provide monthly written progress reports to the plaintiff according to the schedule contained in the RI/FS Work Plan. At a minimum, these monthly written progress reports shall include the following:

1. A description of the action which has been taken toward achieving compliance with this Interim Consent Order;
2. All results of sampling and tests of all other data produced during the month and relating to the Site;
3. All plans and procedures completed during the past month, as well as such actions, data, and plans which are scheduled for the next month; and
4. Target and actual completion dates for each element of activity, including the project completion, and an explanation of any deviation from the schedules in the RI/FS Work Plan schedule.

F) The monthly written progress reports shall be submitted to the plaintiff by the fifth business day of each month following the date of commencement of the work required by the RI/FS work plan.

VII. REMEDY SELECTION

A) Upon completion of the RI/FS, the plaintiff shall review the recommended remedial action(s) and the alternative remedial actions identified in the final Feasibility Study Report and will select the remedial actions to be implemented by defendant pursuant to a subsequent RD/RA Interim Consent Order.

The plaintiff's choice of a remedy shall be based upon the screening procedures and factors identified in Appendix I.

B) If defendant disagrees with the remedial action(s) selected by the plaintiff, the parties shall attempt to resolve their disagreement for a period of thirty (30) days. This period may be extended by mutual written agreement of the parties. During such negotiation period, the parties shall determine which portions, if any, of the remedial action(s) selected by the plaintiff are acceptable to defendant and are not at issue. If the parties cannot resolve their disagreement within such negotiation period, then the plaintiff may implement its chosen remedial alternative and initiate an action against defendant for cost recovery pursuant to section 22.2 of the Act. The dispute resolution provisions of Section XVIII and the jurisdictional provisions of Section XX shall not apply to this subsection. The plaintiff shall notify defendant within 90 days of the end of the negotiation period of whether it intends to proceed implementing the remedy.

C) In the event the plaintiff chooses not to implement the remedy, defendant may then seek judicial review of the plaintiff's chosen remedy within one hundred and twenty (120) days of the conclusion of the negotiation period, pursuant to the dispute resolution provisions of Section XVIII below. Defendant's failure to initiate the dispute resolution process within one hundred and twenty (120) days of the conclusion of the negotiation period shall result in a waiver of defendant's objections to the plaintiff's choice of remedial alternatives.

D) If defendant does not object with the remedial action(s) selected by the plaintiff, or if the court resolves a disputed remedial issue pursuant to Section XVIII below and either fashions an alternative remedy or affirms the plaintiff's chosen remedy, then defendant shall implement that remedy pursuant to the requirements of a subsequent RD/RA Interim Consent Order.

VIII. RETENTION AND AVAILABILITY OF INFORMATION

A) Prior to entry of the Interim Consent Order (or as soon thereafter as they are available), the plaintiff and defendant shall exchange copies of all technical information about the Site, including but not limited to, laboratory reports, test results, analytical data, and analyses of samples previously taken at the Site.

B) Defendant shall preserve all records, documents and information relating to the performance of the Work at the Site and the removal of waste materials from the Site, including sampling analyses, chain of custody records, manifests, contracts, trucking logs, bills of lading, receipts, records pertaining to traffic routing, destination of waste materials, and volume and chemical nature of such materials, correspondence, and other documents produced during the Work for a period of 6 years following completion of the Work. The plaintiff shall have access to such records during that six years. The defendant further agrees to make available to the plaintiff any employees with knowledge of relevant facts concerning the performance of the Work for purposes of investigation, information gathering, or

testimony related to the Work for a period of six years following completion.

C) Pursuant to applicable Federal laws and regulations, (Section 104(e) of CERCLA and 40 CFR Part 2), defendant may assert a confidentiality claim with respect to any or all of the information requested or submitted pursuant to the terms of this Interim Consent Order. Such an assertion must be adequately substantiated when the assertion is made. Analytical data and other information described in Section 104(e)(7)(F) of CERCLA shall not be claimed as confidential by defendant. Information determined to be confidential by the plaintiff pursuant to applicable Federal or State laws and regulations will be afforded the full protection provided by such laws and regulations. If no confidentiality claim accompanies information when it is submitted to the plaintiff, or if information claimed as confidential is determined by the plaintiff not to be confidential, the information may be made available to the public by the plaintiff.

IX. SAMPLING AND QUALITY ASSURANCE

A) Defendant shall take such samples as required in Attachment I. The plaintiff's Project Coordinators or On-Scene Coordinator ("OSC") may require split sampling where appropriate. Defendant agrees to cooperate with the plaintiff's representatives and to permit such representatives to take samples, including split samples, at all locations at the Site. The plaintiff agrees to give defendant reasonable advance notice of the sampling procedures that will be used and what constituents the samples will be analyzed for so that defendant

may take split samples. Each party shall provide copies of the results of any such samples to the other parties. Before disposal of any sample by the defendant, the plaintiff shall be given 15 calendar days notice and an opportunity to take possession of such samples.

B) Defendant shall use quality assurance, quality control, and chain of custody procedures in accordance with U.S. EPA "Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans" QAMS-005-80 (U.S. EPA, 1980c) and in accordance with Attachment I, throughout all data collection activities.

C) Defendant shall consult with the plaintiff in planning for, and prior to, all sampling and analysis as detailed in the RI/FS Work Plan. In order to provide quality assurance and maintain quality control with respect to all samples collected pursuant to this Interim Consent Order, defendant shall:

1. Ensure that the plaintiff's authorized representatives are allowed access to any laboratories and personnel utilized by defendant for analyses;
2. Ensure that all sampling and analyses are performed according to U.S. EPA methods or other methods deemed satisfactory by the plaintiff; and
3. Ensure that any laboratories utilized by defendant for analyses participate in a quality assurance/quality control program equivalent to that which is followed by the U.S. EPA, and which

is consistent with U.S. EPA document QAMS-005-80.

As part of such a program, and upon request by the plaintiff, such laboratories shall perform analyses of samples provided by the plaintiff to demonstrate the quality of analytical data for each such laboratory.

X. CERTIFICATION AND TERMINATION

A) Upon completion of the Work as provided in the Interim Consent Order and Attachment I, defendant shall submit a certification to the plaintiff which states that the Work has been completed in satisfaction of the requirements and objectives of this Interim Consent Order. The plaintiff shall review the Work within ninety (90) days of receipt of the certification and indicate plaintiff's agreement or disagreement as to its satisfactory completion. If the plaintiff does not advise defendant in writing of any disagreement concerning the completeness of the work performed within such ninety (90) day period, it shall be deemed that such Work has been satisfactorily completed. If the plaintiff determines that the Work has not been completed in accordance with the standards and specifications set out in Attachment I, the plaintiff shall notify defendant in writing as to what should be done to complete the Work, referencing the specific portion(s) of Attachment I and proposing a schedule for completion. If defendant disagrees with any such determination by the plaintiff, the dispute resolution provisions of Section XVIII shall apply.

B) The provisions of this Interim Consent Order shall be deemed satisfied upon receipt by defendant of written notice

from the plaintiff that defendant has demonstrated that all of the terms of this Interim Consent Order, including the plaintiff's final remedial choice and any additional work, modifications or amendments, have been satisfactorily completed in accordance with the terms of this order. If the plaintiff determines that the work has not been completed in accordance with the standards and specifications set out in Attachment I, the plaintiff shall notify defendant in writing as to what should be done to complete the work, referencing the specific portion(s) of Attachment I and proposing a schedule for completion. If defendant disagrees with any such determination by the plaintiff, the dispute resolution provisions of Section XVIII shall apply.

XI. ADDITIONAL WORK

A. In the event that the plaintiff or defendant determines that additional work, including remedial investigatory work and/or engineering evaluation, is necessary to accomplish the objectives of the RI/FS, notification of such additional work shall be provided to each of the other parties.

B. Any additional work determined to be necessary by defendant shall be subject to approval by the plaintiff.

C. Any additional work determined to be necessary by defendant and approved by the plaintiff, or determined to be necessary by the plaintiff, shall be completed by defendant in accordance with the standards, specifications, and schedule determined or approved by the plaintiff.

XII. COMPLIANCE WITH APPLICABLE LAWS

All work undertaken by defendant pursuant to this Interim Consent Order shall be performed in compliance with all

applicable Federal and State laws and regulations, including all Occupational Health and Safety Administration and Department of Transportation regulations. Defendant shall be responsible for obtaining all State or local permits which are necessary for the performance of any work hereunder.

XIII. ACCESS

A. To the extent that the Site or other areas where work is to be performed hereunder is presently owned by parties other than those bound by this Interim Consent Order, defendant shall obtain, or shall use their best efforts to obtain, access agreements from the present owners within thirty (30) calendar days of approval of the RI/FS Work Plan. Such agreements shall provide access for the plaintiff and authorized representatives of the plaintiff, as specified below. In the event that such access agreements are not obtained within the time referenced above, defendant shall so notify the plaintiff. The plaintiff reserves the right to terminate this Interim Consent Order should defendant's inability to gain access to the Site or other areas materially affect defendant's ability to perform the work required herein.

B. Authorized representatives of the plaintiff shall be allowed access to the Site and other areas by defendant, and as part of any agreement obtained under paragraph A above, for purposes including, but not limited to: inspecting records, operating logs and contracts related to the Site reviewing the progress of defendant in carrying out the terms of this Interim Consent Order; conducting such tests, inspections, and sampling as the plaintiff may deem necessary; using a camera, sound

recording, or other documentary type equipment; and verifying the data submitted to the plaintiff by defendant hereunder.

Defendant shall permit such authorized representatives to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data, which pertains to this Interim Consent Order. All persons with access to the Site pursuant to the Interim Consent Order shall comply with approved health and safety plans.

C. Nothing herein shall be construed as restricting the inspection or access authority of the plaintiff under any law or regulation.

XIV. FORCE MAJEURE

A. Any failure by defendant to comply with any requirements of this Interim Consent Order or plans incorporated thereunder shall not be a violation of this Interim Consent Order if such failure is the result of actions by persons or events beyond the reasonable control of defendant.

B. When, in the opinion of defendant, circumstances have occurred which cause or may cause a violation of any provision of this Interim Consent Order, defendant shall orally notify the plaintiff's Project Coordinators as soon as practicable but not later than five calendar days after the claimed occurrence. Failure to so notify the plaintiff's Project Coordinators shall constitute a waiver of any defense under this section arising from said circumstances. Within 15 calendar days of the claimed occurrence defendant shall, in writing, describe in detail the precise cause or causes of the claimed occurrence which caused the violation, the measures taken or to be taken to

prevent or minimize the violation, and the timetable by which those measures will be implemented. Defendant will adopt all reasonable measures to avoid or minimize any such violation.

C. If the plaintiff and defendant agree that the violation has been or will be caused by circumstances beyond the control of defendant, the parties may request that the court extend the time for performance hereunder for a period equal to the delay resulting from such circumstances, or enter such order as is appropriate. The plaintiff shall be precluded from invoking any of the remedies otherwise available to them under the provisions of this Interim Consent Order to the extent such noncompliance or delay in achieving compliance is caused by said event. If defendant and the plaintiff cannot agree whether the reasons for the delay or noncompliance were beyond the reasonable control of defendant, such dispute or disputes shall be resolved by the court pursuant to Section XVIII. Defendant shall have the burden of going forward and proving that the circumstances alleged to be causing the delay or noncompliance were beyond its reasonable control.

D. Increased costs associated with implementing the measures required by this Interim Consent Order shall not, by itself, excuse the defendant from a failure to comply under the provisions of this section.

XV. STIPULATED PENALTIES AND COST REIMBURSEMENT

A. In the event defendant fails to comply with any requirements set forth in this Interim Consent Order or Attachment I or any plans submitted thereunder, defendant shall, upon receipt of a notice of violation from the plaintiff

identifying such noncompliance, have fifteen (15) days to correct the noncompliance. No such time will be allowed for defendant's failure to timely submit the remedial investigation report, the feasibility study report or other document submittals provided for in Attachment I. If the noncompliance is not corrected after fifteen (15) days, defendant shall pay to the Illinois Environmental Protection Trust Fund, as a stipulated penalty, Five Hundred Dollars (\$500.00) per day of noncompliance until such time as the requirements are complied with. Upon lodging of this Interim Consent Order, defendant shall enter into a Security Agreement as set forth in Paragraph C below in the amount of Fifty Thousand Dollars (\$50,000.00) for the purpose of securing payment of stipulated penalties as set forth in this section. These stipulated penalties shall be enforceable by the plaintiff, and shall be in addition to and shall not preclude the use of any other remedies or sanctions arising apart from the failure to comply with the Interim Consent Order.

B. Any stipulated penalties for which defendant shall become liable for under this Interim Interim Consent Order shall be paid by certified check made payable to "Treasurer of the State of Illinois" and noting for deposit in the Illinois Environmental Trust Fund and delivered to the Manager, Fiscal Services Division, Illinois Environmental Protection Agency, 2200 Churchill Road, P.O. Box 19276, Springfield, Illinois 62794-9276.

C. The funds provided under the Security Agreement shall remain intact throughout the duration of this Interim Consent Order. After receipt of the plaintiff's demand for payment of any stipulated penalty, said penalty shall be paid

directly by defendant or paid pursuant to the Security and Escrow Agreement (Attachment III). If the payment of a stipulated penalty is not paid directly by defendant, the Escrowee shall, pursuant to the Security and Escrow Agreement, disburse the amount in question from the Security Agreement fund and the defendant shall replace that amount within ten (10) working days. The failure of defendant to replace any funds withdrawn from the Security Agreement fund by the Escrowee shall be a violation of this Interim Interim Consent Order and will subject defendant to additional stipulated penalties and contempt of court.

D. Defendant shall reimburse the plaintiff in the amount of _____ for costs incurred through _____, by certified check to be paid within thirty (30) days of entry of this Interim Consent Order. This check shall be made payable to the "Treasurer of the State of Illinois" and noting for deposit in the Illinois Environmental Protection Trust Fund and shall be delivered to the Manager, Fiscal Services Division, Illinois Environmental Protection Agency, 2200 Churchill Road, P.O. Box 19276, Springfield, Illinois 62794-9276.

E. At the end of each fiscal year, the plaintiff shall submit to defendant an accounting of all response and oversight costs incurred by the plaintiff with respect to this Interim Consent Order. Defendant shall, within thirty (30) calendar days of receipt of such accounting, remit a certified check for the amount of those costs made payable to the State of Illinois Hazardous Waste Fund which shall be delivered to the aforementioned address.

F. Under the Security Agreement, attached hereto as Attachment II of this Interim Consent Order, defendant shall place Fifty Thousand Dollars (\$50,000.00) in an escrow account from which the plaintiff may withdraw as provided in the Interim Consent Order. The Security Agreement shall remain in force throughout the period during which Work called for by the Interim Consent Order is being carried out. Any interest accruing on the money placed in the escrow account pursuant to the Security Agreement shall be payable to defendant.

XVI. RESERVATION OF RIGHTS

A. The plaintiff reserves all rights and defenses that plaintiff may have pursuant to any available legal authority.

B. Nothing herein shall waive the right of the plaintiff to enforce this Interim Consent Order, or to take any other action provided by law. The plaintiff reserves the right to take any other action provided by law. The plaintiff reserves the right to take any enforcement action pursuant to CERCLA and/or any available legal authority, including the right to seek injunctive relief, monetary penalties, and punitive damages. In addition, the plaintiff reserves the right to undertake any remedial investigation/feasibility study work, and/or any removal, remedial and/or response actions relating to the Site, and to seek recovery from defendant for any costs incurred in undertaking such actions.

C. Nothing herein is intended to release, discharge, or in any way affect any claims, causes of action or demands in law or equity which the parties may have against any person, firm, partnership or corporation not a party to this Interim

Consent Order for any liability it may have arising out of, or relating in any way to, the generation, storage, treatment, handling, transportation, release or disposal of any materials, hazardous substances, hazardous wastes, contaminants, or pollutants at, to, or from the Site. The parties to this Interim Consent Order expressly reserve all rights, claims, demands, and causes of action they have against any and all other persons and entities who are not parties to this Interim Consent Order, and as to each other for matters not covered hereby.

D. The plaintiff recognizes that defendant has the right to seek contribution, indemnity and/or any other available remedy against any person found to be responsible or liable for contributions, indemnity or otherwise for any amounts which have been or will be expended by defendant in connection with the Site.

E. Nothing herein shall construed to release defendant from its duty to perform the RI/FS in accordance with the RI/FS Work Plan attached hereto and incorporated herein. The parties further expressly recognize that this Interim Consent Order and the successful completion and approval of the RI/FS do not represent satisfaction, waiver, release, or covenant not to sue, of any claim of the United States or the State of Illinois against defendant relating to the Site, (including claims to require defendant to undertake further response actions and claims to seek reimbursement of response costs pursuant to section 107 of CERCLA) or section 22.2 of the Act except that, upon receipt of written notice of satisfaction as provided in Section XI of this Interim Consent Order, defendant shall have no

further obligations under this Interim Consent Order.

F. Nothing herein is intended to be a release or settlement of any claim for personal injury or property damage by any person not a party to this Interim Consent Order.

G. Nothing in this Interim Consent Order is intended by the parties to be an admission of law or fact by defendant.

**XVII. RESPONSIBILITIES AND AUTHORITY OF
ON-SCENE COORDINATOR**

A. The plaintiff shall appoint, at defendant's expense, an independent contractor who shall serve as the plaintiff's on-scene coordinator ("OSC") to oversee implementation of the work and to monitor the performance of defendant's contractor or consultant. The plaintiff's on-scene coordinator shall have the authority vested in an on-scene coordinator (OSC) and a remedial project manager (RPM) by the National Contingency Plan, 40 C.F.R. Part 300, as amended, and the State Contingency Plan, including the authority to halt, monitor, conduct, or direct any work required by this supplemental Interim Consent Order, or to direct any response action undertaken by the Agency when conditions at the Site may present an imminent and substantial endangerment to the public health or welfare or the environment or in order to prevent a release or threatened release of waste materials at or from the Site. If the OSC requires suspension of the Work, the OSC shall then have the authority to require the defendant to perform the Work in a manner consistent with this Interim Consent Order and Attachment I but also in a manner that will avoid or mitigate the threat which the OSC believes may occur. Whenever feasible, the

OSC shall consult with defendant's Project Coordinators before ordering such suspension of Work. In the event that the OSC suspends the Work, the parties shall, with the approval of the court, modify this Interim Consent Order to the extent necessary so as to enlarge the schedule for the suspended phase or any succeeding phase by a period of time not to exceed the actual length of the suspension, plus the additional time needed to complete any additional Work necessitated by this suspension.

B. In addition to the OSC, the plaintiff shall also appoint a "Project Coordinator", who shall be responsible for the management and implementation of the plaintiff's oversight efforts. To the maximum extent possible, communications between defendant and the plaintiff, and all documents, reports, approvals and other correspondences concerning the activities performed pursuant to the terms and conditions of this Interim Consent Order, shall be directed through the project coordinators. During the implementation of the RI/FS Work Plan, the project coordinators shall, whenever possible, operate by consensus and shall attempt in good faith to resolve disputes informally through discussion of the issues. The plaintiff and defendant shall each have the right to change their respective project coordinators. Such a change shall be accomplished by notifying the other party in writing at least ten (10) calendar days prior to the change.

C. Defendant's Project Coordinator shall notify the State's Project Coordinator immediately upon the occurrence of any event which, in defendant's Project Coordinator's judgment, may threaten human health or the environment. The notice shall

be followed by written notification to the plaintiff as provided in Section XIX from the plaintiff's Project Coordinator within ten days which explains the event, any action taken to eliminate the threat, and the precautions taken to avoid recurrence of a similar threat.

D. The absence of the plaintiff's OSC from the Site shall not be cause for stoppage of work.

E. The Project Coordinator for defendant shall be on-site during all hours of Site work and shall be on call during the pendency of this Interim Consent Order.

XVIII. DISPUTE RESOLUTION

A) Any dispute which arises with respect to the meaning, application, interpretation, amendment or modification of the terms of this Interim Consent Order and Attachment I, any plan or report required thereunder, or with respect to any party's compliance herewith or any delay hereunder (including but not limited to disputes concerning the selection of a remedy, the adequacy of reports or plans for implementing Attachment I and the propriety of any stipulated penalty or oversight and response costs assessed under Section XVI, but not including any emergency action taken by the Agency pursuant to sections 4(d)(2) and 22.2 of the Act) shall, in the first instance, be the subject of informal negotiations. If the plaintiff and defendant cannot resolve the dispute within thirty (30) calendar days, however, the dispute may be presented to the court for appropriate resolution upon written notice by either party.

B) In cases where the plaintiff is seeking an amendment, modification, or enforcement of this Interim Consent

Order, it shall be the plaintiff's responsibility to file the documents necessary to notify the court of the dispute, and the plaintiff shall bear the burden of proving its position by a preponderance of the evidence.

C) In cases where defendant challenges the selected remedy, defendant shall bear the burden of proving that the plaintiff's remedy choice was arbitrary and capricious and not in accordance with the guidelines set forth in Attachment I.

D) In cases where defendant disputes the plaintiff's oversight and response cost claims, defendant shall bear the burden of proving that the plaintiff's costs were unreasonable. In cases where defendant asserts a claim of force majeure, defendant shall bear the burden of proving its position by a preponderance of the evidence. In cases where defendant challenges the plaintiff's rejection of any report or plan required by this Interim Consent Order or of any consultant, contractor or other agent hired by defendant to perform the work required by this Interim Consent Order, defendant shall bear the burden of the proving that the plaintiff's rejection was arbitrary and capricious.

E) Defendant shall file any petition with the court within thirty (30) calendar days after the informal negotiation period (or any agreed upon extension) has expired, and, where the State has the responsibility of filing, the State shall petition the court within ninety (90) calendar days after the expiration of the informal negotiation period (or any agreed upon extension).

F) In those cases where defendant invokes the dispute resolution process to challenge stipulated penalties assessed under Section XVI of this Interim Consent Order, those penalties shall continue to accrue during the pendency of the dispute resolution process.

XIX. NOTICES

Whenever, under the terms of this Interim Consent Order, notice is required to be given or a report or other document is required to be forwarded by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice in writing to the other parties of another individual designated to receive such communications. Notice to the individuals listed below shall constitute complete satisfaction of any notice requirement of the order with respect to the plaintiff and the defendant, respectively.

As to the defendant:

As to the plaintiff:

Illinois Attorney General's
Office, c/o Christine Zeman
Environmental Control Division
500 South Second Street
Springfield, IL 62706

and

Sauget Sites Project Manager
Illinois Environmental
Protection Agency
Land Pollution Control Division
2200 Churchill Road
P. O. Box 19276
Springfield, IL 62794-9276

XX. RETENTION OF JURISDICTION

The court shall retain jurisdiction of this matter for the purposes of interpreting, implementing and enforcing the terms and conditions of this Interim Consent Order and for the purpose of adjudicating all matters of dispute among the parties.

XXI. SEVERABILITY

It is the intent of the parties hereto that the provisions of this Interim Consent Order shall be severable, and should any provisions be declared by a court of competent jurisdiction to be inconsistent with plaintiff or federal law, and therefore unenforceable, the remaining clauses shall remain in full force and effect. In the event that any provisions of this Interim Consent Order and plans implemented hereunder and attachments hereto are found to be inconsistent with the provisions of the Act by the court entering this Interim Consent Order or if any provisions of the Interim Consent Order, attachments or plans implemented thereunder shall be found to be inconsistent with any subsequently enacted provision of the Act, the provisions of the Act shall be controlling.

XXII. VENUE

The venue of any action commenced in circuit court for the purposes of interpretation, implementation, and enforcement of the terms and conditions of this Interim Consent Order shall be in St. Clair County.

IT IS SO AGREED BY THE PARTIES AND HEREBY ORDERED BY
THIS COURT:

ENTERED THIS _____ DAY OF _____, 1989.

JUDGE

PEOPLE OF THE STATE OF ILLINOIS

NEIL F. HARTIGAN
ATTORNEY GENERAL

BY:

SHAWN W. DENNEY
First Assistant Attorney General

ILLINOIS ENVIRONMENTAL PROTECTION
AGENCY

BY:

Joseph E. Svoboda
Manager, Enforcement Programs

DEFENDANT COMPANY.

BY:

FEIN# _____

cerrocop/clerk4.evs

CERRO COPPER PRODUCTS CO.

INTERNAL MEMORANDUM

cc: H. Schweich
R. Conreaux
M. Rodburg
R. Avendt

HQ-10 SHOW NAME, TITLE AND UNIT OF ADDRESSEE AND ADDRESSOR

TO: File

FROM: J. M. Grana

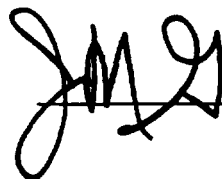
SUBJECT: Sauget Sites - Area I

DATE: June 10, 1994

At 2:15 p.m. on 6/6/94, four individuals were observed installing air samplers on the fence around Site G.

I phoned Steve Smith, Monsanto Remedial Projects Manager, to see if he was aware of any data gathering effort in Sauget. He said "no" and seemed surprised that Paul Takacs, IEPA, did not mention it to him. (Sounds like IEPA and Monsanto are chummy.) He said that Takacs told him the Sauget Sites Area I would be proposed for listing on the NPL this fall. When I said to Smith that Takacs said that two years ago, Smith said that Takacs told him that this time for sure.

I also asked him how his Site R R/I is going. He said they are finishing up the report on Phase I and negotiating a Phase II. He said that they have not discussed a risk assessment with IEPA. Recall that we are waiting on Site 0 to see how IEPA receives risk assessment of Site R before we approach them about Site 0.



JMG/pp

Residents worry about contamination



MESS: Bill Remo checks moist sand in girlfriend Lisa Ticer's basement

Cahokia street left with flood residue

By Marilyn Vise

Belleville News-Democrat

Diane McDonnell is concerned that water and murk filling her basement may be coming from Dead Creek — a creek contaminated with a variety of waste, including chemical and household trash.

McDonnell is one of several Cahokia residents who lives on Judith Lane, near the creek that flows through Sauget and Cahokia.

"Every house but one on this block has water in the basement," McDonnell said. "We're concerned about damage to our homes and contamination from chemicals from Dead Creek."

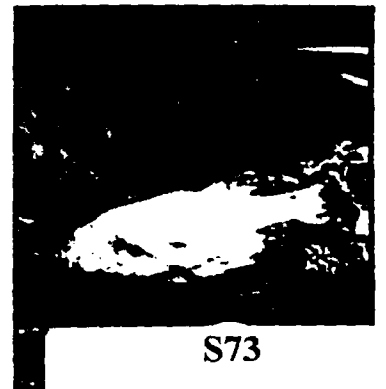
"There's dead fish near the street," she said, pointing to one lying nearby.

The Illinois Environmental Protection Agency took water samples from the basements Tuesday. The results won't be available for about two weeks, said Paul Takacs, a spokesman for the agency.

However, the IEPA did find a contaminant in Dead Creek when samples were taken Sept. 24. The chemical found, dichlorophenol, could be toxic, but Takacs said he was not worried about Dead Creek because the concentration is low.

Takacs said the contamination did not pose any short-term health risk, but added it was too soon to say whether there could be any long-term problems.

See CREEK/3A



S73

LEFTOVER: Dead fish

Creek

Continued from 1A

The McDonnells have sand boils in their basement and cracks about two inches wide in the concrete walls, all caused by creek water backing into the basement.

"We had our basement insulated and paneled. There was a beautiful teal carpet down here. This was our son's room," McDonnell said as she walked through the mud and water that remains in the basement. "When we come down here to work, we get sore throats."

Like other residents, McDonnell is waiting to see whether the water that fills the basements, drainage ditches and yards is contaminated.

Dead Creek has long been a concern for residents who have been hoping the IEPA would clean it up. Over the decades, industries have diverted waste from manufacturing into Dead Creek, including a variety of industrial byproducts such as cancer-causing polychlorinated biphenyls and heavy metals.

In 1990, Neil Hartigan, state attor-

ney general at the time, called Dead Creek "the most toxic waste site in Illinois."

Judith Lane from Illinois 3 to Falling Springs Road has been blocked off to through traffic because the ground is so saturated that trucks and cars passing through cause homes to vibrate.

"People don't understand, but when they drive down our street, it makes our houses shake like Jello," said Pete Lauman, whose property line extends into the creek.

On Wednesday, workers from the St. Clair County Road and Bridges Department built a culvert on the street to help divert water flow from the storm ditches back into the creek.

"The highway department guys are doing all they can," Lauman said.

Most residents, like Bill Remo, are pumping water from their basements into the street.

"It's quite nasty," Remo said as he pointed to the sandy brown mud covering the basement floor. "I have to scoop this out by hand. I've been doing this since March."

CERRO COPPER PRODUCTS CO.

INTERNAL MEMORANDUM

Other Addressees

H.L. Schweich

File

To: R.E. Conreaux

Date: October 8, 1993

From: J. M. Grana

Subject: Dead Creek Basement Water Results

You will recall that several residents along Dead Creek have had water in their basements and the local media have picked up on the story. We received the IEPA sampling results at the Village Board meeting today. The results of the water analysis showed the copper concentration to be 141 ug/l or 0.141 mg/l. This is exceptionally low concentration. In the event that a news organization calls to ask about the copper we can make 3 points.

1. The 0.141 mg/l copper in the Dead Creek water is ten (10) less than the Illinois safe drinking water standard of 1.3 mg/l copper concentration.
2. The 0.141 mg/l copper in the Dead Creek water is about five (5) less than the Illinois EPA standard for groundwater which is 0.65 mg/l copper.
3. The 0.141 mg/l copper concentration is likely the result of the natural occurring mineral deposit.

Reminder, a microgram per liter (ug/l) is 1000 times less than a milligram per liter (mg/l).





State of Illinois

ENVIRONMENTAL PROTECTION AGENCY

Mary A. Gade, Director

2200 Churchill Road, Springfield, IL 62794-9276

217/782-6760

Refer to: L1630200005 -- St. Clair County
Sauget Sites (Area I) -- Sauget
Superfund/General Correspondence

October 5, 1993

Mayor Michael King
Village of Cahokia
103 Main Street
Cahokia, Illinois 62206

Dear Mr. King:

Attached are the laboratory results from the sampling of Dead Creek carried out on September 24, 1993. The creek was sampled just north of Judith Avenue and was also observed to be flooded at Queeny Avenue in Sauget.

If you have any questions or concerns about the results, do not hesitate to call me at the above number.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul E. Takacs", written over a horizontal line.

Paul E. Takacs, Project Manager
Federal Sites Management Unit
Division of Remediation Management
Bureau of Land

Attachment - Sample Results

cc: Paul Sauget, Village of Sauget
Stan Black
Division File

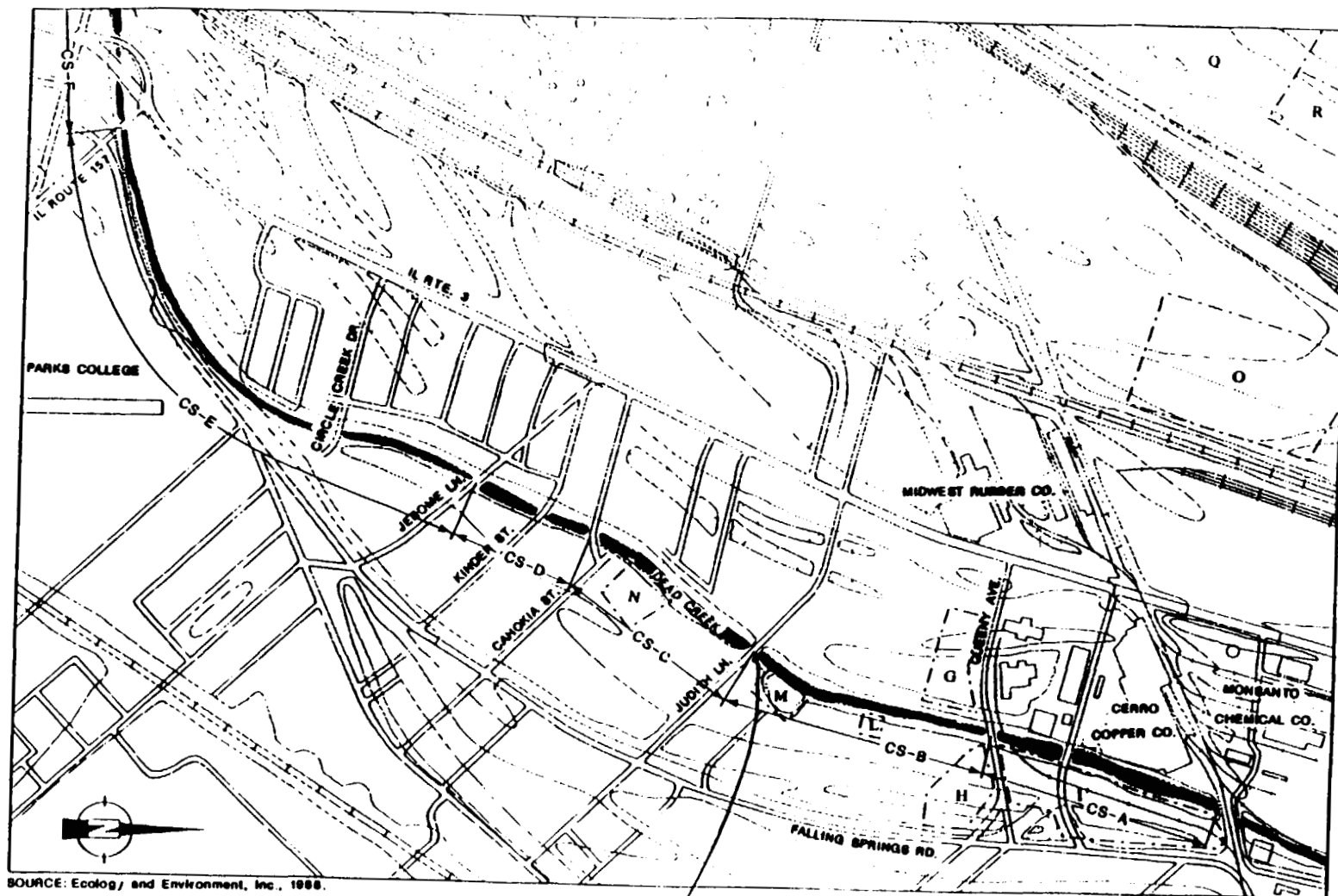


FIGURE 2-11 SITE FEATURES MAP, DEAD CREEK

SAMPLE POINT

1A
VOLATILE ORGANICS ANALYSIS DATA SHEET

EPA SAMPLE NO.

Lab Name: ARDL, INC.

Contract: SAUGET

S501

Lab Code: --- Case No.: --- SAS No.: --- SDG No.: S501

Matrix: (soil/water) WATER

Lab Sample ID: 2265-1

Sample wt/vol: 5.0 (g/mL) ML

Lab File ID: >J5522

Level: (low/med) LOW

Date Received: 9/24/93

% Moisture: not dec. ---

Date Analyzed: 9/25/93

GC column: 1%SP-1000 ID: 2.0 (mm)

Dilution Factor: 1.00000

Soil Extract Volume: --- (uL)

Soil Aliquot Volume: --- (uL)

CAS NO.	COMPOUND	CONCENTRATION UNITS:	
		(ug/L or ug/Kg)	UG/L
74-87-3	Chloromethane	10.	U
74-83-9	Bromomethane	10.	U
75-01-4	Vinyl Chloride	10.	U
75-00-3	Chloroethane	10.	U
75-09-2	Methylene Chloride	10.	U
67-64-1	Acetone	10.	U
75-15-0	Carbon Disulfide	10.	U
75-35-4	1,1-Dichloroethene	10.	U
75-34-3	1,1-Dichloroethane	10.	U
540-59-0	1,2-Dichloroethene (total)	10.	U
67-66-3	Chloroform	10.	U
107-06-2	1,2-Dichloroethane	10.	U
78-93-3	2-Butanone	10.	U
71-55-6	1,1,1-Trichloroethane	10.	U
56-23-5	Carbon Tetrachloride	10.	U
75-27-4	Bromodichloromethane	10.	U
78-87-5	1,2-Dichloropropane	10.	U
10061-01-5	cis-1,3-Dichloropropene	10.	U
79-01-6	Trichloroethene	10.	U
124-48-1	Dibromochloromethane	10.	U
79-00-5	1,1,2-Trichloroethane	10.	U
71-43-2	Benzene	10.	U
10061-02-6	trans-1,3-Dichloropropene	10.	U
75-25-2	Bromoform	10.	U
108-10-1	4-Methyl-2-Pentanone	10.	U
591-78-6	2-Hexanone	10.	U
127-18-4	Tetrachloroethene	10.	U
79-34-5	1,1,2,2-Tetrachloroethane	10.	U
108-88-3	Toluene	3.	J
108-90-7	Chlorobenzene	10.	U
100-41-4	Ethylbenzene	10.	U
100-42-5	Styrene	10.	U
1330-20-7	Xylene (total)	10.	U

1E
VOLATILE ORGANICS ANALYSIS DATA SHEET
TENTATIVELY IDENTIFIED COMPOUNDS

EPA SAMPLE NO.

S501

Lab Name: ARDL, INC.

Contract: SAUGET

Lab Code: ---

Case No.: ---

SAS No.: ---

SDG No.: S501

Matrix: (soil/water) WATER

Lab Sample ID: 2265-1

Sample wt/vol: 5.0 (g/mL) ML

Lab File ID: >J5522

Level: (low/med) LOW

Date Received: 9/24/93

% Moisture: not dec. ---

Date Analyzed: 9/25/93

GC Column: 1%SP-1000 ID: 2.0 (mm)

Dilution Factor: 1.00000

Soil Extract Volume: --- (uL)

Soil Aliquot Volume: --- (uL)

Number TICs found: 1

CONCENTRATION UNITS:
(ug/L or ug/Kg) UG/L

CAS NUMBER	COMPOUND NAME	RT	EST. CONC.	Q
1. 76131	ETHANE, 1,1,2-TRICHLORO-1,2,	13.73	30.	JNB
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1C
SEMIVOLATILE ORGANICS ANALYSIS DATA SHEET

EPA SAMPLE NO.

S501

Lab Name: ARDL, INC.

Contract: SAUGET

Lab Code: ---

Case No.: ---

SAS No.: ---

SDE No.: S501

Matrix: (soil/water) WATER

Lab Sample ID: 2265-1

Sample wt/vol: 1000.0 (g/mL) ML

Lab File ID: >M4169

Level: (low/med) LOW

Date Received: 9/24/93

% Moisture: --- decanted: (Y/N) N

Date Extracted: 9/25/93

Concentrated Extract Volume: 1000.0 (uL)

Date Analyzed: 9/27/93

Injection Volume: 2.0 (uL)

Dilution Factor: 1.00000

GPC Cleanup: (Y/N) N pH: ---

Conversion Factor: 1.0000

CAS NO.	COMPOUND	CONCENTRATION UNITS: (ug/L or ug/Kg) UG/L	Q
51-28-5-----	2,4-Dinitrophenol	25.	U
100-02-7-----	4-Nitrophenol	25.	U
132-64-9-----	Dibenzofuran	10.	U
121-14-2-----	2,4-Dinitrotoluene	10.	U
84-66-2-----	Diethylphthalate	10.	U
7005-72-3-----	4-Chlorophenyl-phenylether	10.	U
86-73-7-----	Fluorene	10.	U
100-01-6-----	4-Nitroaniline	25.	U
534-52-1-----	4,6-Dinitro-2-methylphenol	25.	U
86-30-6-----	N-Nitrosodiphenylamine (1)	10.	U
101-55-3-----	4-Bromophenyl-phenylether	10.	U
118-74-1-----	Hexachlorobenzene	10.	U
87-86-5-----	Pentachlorophenol	25.	U
85-01-8-----	Phenanthrene	10.	U
120-12-7-----	Anthracene	10.	U
86-74-8-----	Carbazole	10.	U
84-74-2-----	Di-n-butylphthalate	20.	B
206-44-0-----	Fluoranthene	10.	U
129-00-0-----	Pyrene	10.	U
85-68-7-----	Butylbenzylphthalate	10.	U
91-94-1-----	3,3'-Dichlorobenzidine	10.	U
56-55-3-----	Benzo(a)anthracene	10.	U
218-01-9-----	Chrysene	10.	U
117-81-7-----	bis(2-Ethylhexyl)phthalate	10.	U
117-84-0-----	Di-n-octylphthalate	10.	U
205-99-2-----	Benzo(b)fluoranthene	10.	U
207-08-9-----	Benzo(k)fluoranthene	10.	U
50-32-8-----	Benzo(a)pyrene	10.	U
193-39-5-----	Indeno(1,2,3-cd)pyrene	10.	U
53-70-3-----	Dibenz(a,h)anthracene	10.	U
191-24-2-----	Benzo(g,h,i)perylene	10.	U

(1) - Cannot be separated from Diphenylamine
FORM I SV-2

3/90

1B
SEMIVOLATILE ORGANICS ANALYSIS DATA SHEET

EPA SAMPLE NO.

S501

Lab Name: ARDL, INC.

Contract: SAUGET

Lab Code: ---

Case No.: ---

SAS No.: ---

SDC No.: S501

Matrix: (soil/water) WATER

Lab Sample ID: 2265-1

Sample wt/vol: 1000.0 (g/mL) ML

Lab File ID: >M4169

Level: (low/med) LOW

Date Received: 9/24/93

% Moisture: --- decanted: (Y/N) N

Date Extracted: 9/25/93

Concentrated Extract Volume: 1000.0 (uL)

Date Analyzed: 9/27/93

Injection Volume: 2.0 (uL)

Dilution Factor: 1.00000

GPC Cleanup: (Y/N) N pH: ---

Conversion Factor: 1.0000

CAS NO.	COMPOUND	CONCENTRATION UNITS: (ug/L or ug/Kg) UG/L	Q
---------	----------	--	---

108-95-2	Phenol	10.	U
111-44-4	bis(2-Chloroethyl)Ether	10.	U
95-57-8	2-Chlorophenol	10.	U
541-73-1	1,3-Dichlorobenzene	10.	U
106-46-7	1,4-Dichlorobenzene	10.	U
95-50-1	1,2-Dichlorobenzene	10.	U
95-48-7	2-Methylphenol	2.	J
108-60-1	2,2'-oxybis(1-Chloropropane)	10.	U
106-44-5	4-Methylphenol	10.	J
621-64-7	N-Nitroso-Di-n-propylamine	10.	U
67-72-1	Hexachloroethane	10.	U
98-95-3	Nitrobenzene	10.	U
78-59-1	Isophorone	10.	U
88-75-5	2-Nitrophenol	10.	U
105-67-9	2,4-Dimethylphenol	10.	U
111-91-1	bis(2-Chloroethoxy)methane	10.	U
120-83-2	2,4-Dichlorophenol	2.	J
120-82-1	1,2,4-Trichlorobenzene	10.	U
91-20-3	Naphthalene	2.	J
106-47-8	4-Chloroaniline	10.	U
87-68-3	Hexachlorobutadiene	10.	U
59-50-7	4-Chloro-3-methylphenol	10.	U
91-57-6	2-Methylnaphthalene	10.	U
77-47-4	Hexachlorocyclopentadiene	10.	U
88-06-2	2,4,6-Trichlorophenol	10.	U
95-95-4	2,4,5-Trichlorophenol	25.	U
91-58-7	2-Chloronaphthalene	10.	U
88-74-4	2-Nitroaniline	25.	U
131-11-3	Dimethylphthalate	10.	U
208-96-8	Acenaphthylene	10.	U
606-20-2	2,6-Dinitrotoluene	10.	U
99-09-2	3-Nitroaniline	25.	U
83-32-9	Acenaphthene	10.	U

1F
SEMIVOLATILE ORGANICS ANALYSIS DATA SHEET
TENTATIVELY IDENTIFIED COMPOUNDS

EPA SAMPLE NO.

S501

Lab Name: ARDL, INC.

Contract: SAUGET

Lab Code: ---

Case No.: ---

SAS No.: ---

SDG No.: S501

Matrix: (soil/water) WATER

Lab Sample ID: 2265-1

Sample wt/vol: 1000.0 (g/mL) ML

Lab File ID: >M4169

Level: (low/med) LOW

Date Received: 9/24/93

% Moisture: not dec. --- decanted:(Y/N) N

Date Extracted: 9/25/93

Concentrated Extract Volume: 1000.0 (uL)

Date Analyzed: 9/27/93

Injection Volume: 2.0 (uL)

Dilution Factor: 1.00000

GPC Cleanup: (Y/N) N

pH: ---

Number TICs found:

20

CONCENTRATION UNITS:
(ug/L or ug/Kg) UG/L

CAS NUMBER	COMPOUND NAME	RT	EST. CONC.	Q
1. 106489	PHENOL, 4-CHLORO-	13.27	80.	JN
2. 118901	BENZOIC ACID, 2-METHYL-	14.17	40.	JN
3.	UNKNOWN	15.15	200.	J
4.	BENZENAMINE, DICHLORO-	15.29	10.	J
5. 612204	BENZOIC ACID, 2-(HYDROXYMETH	15.59	40.	JN
6. 124174	ETHANOL, 2-(2-BUTOXYETHOXY)-	15.70	20.	JNB
7.	UNKNOWN	18.82	20.	J B
8.	UNKNOWN	19.37	80.	J
9.	UNKNOWN	19.76	20.	J
10. 2169871	2,3-NAPHTHALENEDICARBOXYLIC	21.79	20.	JN
11.	UNKNOWN	23.92	10.	J
12. 84651	9,10-ANTHRACENEDIONE	25.81	90.	JN
13.	UNKNOWN	26.40	30.	J
14.	UNKNOWN	26.73	20.	J
15.	UNKNOWN	28.18	30.	J
16.	UNKNOWN	28.54	10.	J
17.	UNKNOWN	31.42	20.	J
18.	UNKNOWN	32.70	20.	J
19.	UNKNOWN	33.25	20.	J
20.	UNKNOWN	34.60	20.	J
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U.S. EPA - CLP

1

INORGANIC ANALYSIS DATA SHEET

EPA SAMPLE NO.

S501

Lab Name: ARDL, INC.

Contract No.: 2265

Lab Code: SAS No.:

SDG No.: S501

Matrix (soil/water) WATER

Lab Sample ID: 2265-1

Level (low/med): LOW

Date Received: 09/24/93

% Solids: 0.0

Concentration Units: (ug/L or mg/kg dry weight): UG/L

CAS No.	Analyte	Concentration	C	Q	M
7429-90-5	Aluminum	952			P
7440-36-0	Antimony	25.0	U		P
7440-38-2	Arsenic				
7440-39-3	Barium	273			P
7440-41-7	Beryllium	1.0	U		P
7440-43-9	Cadmium	4.0	U		P
7440-70-2	Calcium	83800			P
7440-47-3	Chromium	5.0	U		P
7440-48-4	Cobalt	5.0	U		P
7440-50-8	Copper	141			P
7439-89-6	Iron	2450			P
7439-92-1	Lead				
7439-95-4	Magnesium	7530			P
7439-96-5	Manganese	519			P
7439-97-6	Mercury				
7440-02-0	Nickel	10.0	U		P
7440-09-7	Potassium	6560			P
7782-49-2	Selenium				
7440-22-4	Silver	5.0	U		P
7440-23-5	Sodium	14900			P
7440-28-0	Thallium				
7440-62-2	Vanadium	6.6	B		P
7440-66-6	Zinc	412			P
	Cyanide	8.3	U		C

Color Before:

Clarity Before:

Texture:

Color After:

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Artifacts:

Comments:

*Environmental Law***Update****ital' Quick**

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ENTAL Quality
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In *Neville v. Koch*, 56, New York City proposed to rezone a full city block in the Times Square area from medium-density manufacturing to high-density commercial and residential. At the time of the rezoning, no actual projects had been proposed yet for the site, and SEQRA review was premised on hypothetical uses.

Seven area residents challenged the rezoning. They argued that approval should have been subject to further review based on later, specific projects.

The high court agreed with the appellate division that it was proper to study hypothetical projects designated as the reasonable "full-build" uses for the site — a range of worst-case hypotheticals that reasonably could be anticipated to be built there.

EPA Use of Unfiltered Sample Is Found to Be Arbitrary

THE ACTION of the Environmental Protection Agency in basing the waste characteristics score of a landfill on a single, unfiltered ground water sample

was arbitrary and capricious, the U.S. Circuit Court for the District of Columbia held May 1.

In *Kent County v. Environmental Protection Agency*, 90-1569, the EPA proposed placing a landfill in Kent County (Del.) on the National Priorities List after data from tests indicated the presence of arsenic, chromium, manganese and organic compounds in a monitoring well at the site. Kent County challenged the decision, arguing that the EPA had improperly based its measurement of the site's waste characteristics solely on an unfiltered groundwater sample.

Despite comments questioning the accuracy of the agency's groundwater tests, the EPA chose not to retest the site using filtered samples. The agency contended that such testing was not a regulatory requirement.

The court noted that the one authority relied on by the agency to support its argument was equivocal, and that the agency never had asserted that performing tests on both unfiltered

and filtered samples would be too
dense.

Failure to Disclose Letter Denies Owner Fair Hearing

THE FAILURE of the North Dakota Department of Health and Consumer Laboratories to disclose a hearing officer's opposition to a landfill owner's application to dispose of industrial waste deprived the owner of a hearing, the Supreme Court of Dakota held March 31.

In *Municipal Services Corp. v. Dakota*, 910206, Municipal Services petitioned for permission to dispose of incinerator ash in a landfill site. The state health department filed the petition, and Municipal Services requested a rehearing and the disclosure of the hearing officer's basis for the hearing officer's decision. The governor, in the letter, he stated his opposition to permitting the fill and said that his preference was to approach the public hearing was announced intent to deny the petition.

Municipal Services claimed that the letter indicated a bias on the part of the hearing officer that denied it the right to a fair hearing. The department argued that the letter was only a noncommitment of the hearing officer's position about law and policy. The court held that there was an inappropriate appearance of prejudgment on the part of the department's procedure did not afford Municipal Services a fair hearing.

Denial of Permit Is Not A First Amendment Violation

A MEMBER of Puerto Rico's statehood New Progressive Party was a prominent critic of the environmental policies of the Popular Democratic Party, was not denied a disposal permit in retaliation for political views, the 1st U.S. Circuit of Appeals held May 7.

In *Nestor Colon Medina & Sons Inc. v. Custodio*, 91-1469, Cerame, a prominent member of the New Progressive Party, alleged that he denied a waste disposal permit by the Puerto Rico Planning Board in retaliation for his outspoken criticism of the government's environmental policies.

The court first stated that the denial of a land use permit in unjustified retaliation for the applicant's political views is a First Amendment violation. Following the Supreme Court's analysis in *First National Bank v. Bellotti*, 437 U.S. 255 (1978), however, the 1st Circuit held that Mr. Colon's denial of similar permits had been granted to other parties was not a retaliation.

CASE OF THE WEEK**Utilities Barred From Intervening in EPA Suit**

IN A CITIZEN suit to force the Environmental Protection Agency to review and revise the national ambient air quality standards for ozone, electric utilities could not intervene as defendants, the 2d U.S. Circuit Court of Appeals held May 4.

In *American Lung Association v. EPA*, 92-6060, the plaintiffs filed suit alleging that the EPA had breached its non-discretionary, statutory duty to review and, if necessary, revise the national ambient air quality standards for ozone. The plaintiffs sought to compel the EPA to publish either proposed revisions to the standards or a decision formally declining to revise them, to provide the public with the opportunity for notice and comment and to promulgate final regulations.

Sixty-seven electric utilities moved to intervene as defendant parties. They asserted that the complaint failed to

matter of the proceeding and their involvement too contingent on the occurrence of a series of events. In addition, the court ruled that the utilities could not demonstrate an interest in the rule-making schedule that would not be adequately represented by the EPA.

The utilities argued that their interest was in having an opportunity to help shape the schedule for the judicially compelled rule-making. They contended that they might have insufficient time to prepare a response to any proposal or to submit comments during the comment period.

The circuit court found the utilities' arguments inadequate to overcome the district court's discretionary denial of intervention. The court noted that the utilities had asked for little that was new or even particularly different from the defenses asserted by the EPA. It held that there was no reason to believe that the EPA would change its

THURSDAY, DECEMBER 10, 1992

EPA Is Drilling For Samples Of Industrial Contaminants

By Robert Goodrich
Of the Post-Dispatch Staff

Drilling rigs are going up in Sauget, but they're not searching for Uncle Jed's Texas tea.

They're testing for poison.

An Illinois Environmental Protection Agency drilling crew pulled soil samples from as deep as 20 feet below the surface of Sauget Tuesday, checking for old industrial contaminants.

The site, near the village park on Ogden Avenue just north of Queeny Avenue, is one of 16 in the area being checked for pollution.

Millions of dollars are being spent to clean up some other sites, but J. Stanley Black, an analyst for the Illinois EPA, said no one knows whether this one, called "Site K," is polluted.

Agency officials suspect pollution because aerial photos from the early 1970s show the site was once a pond.

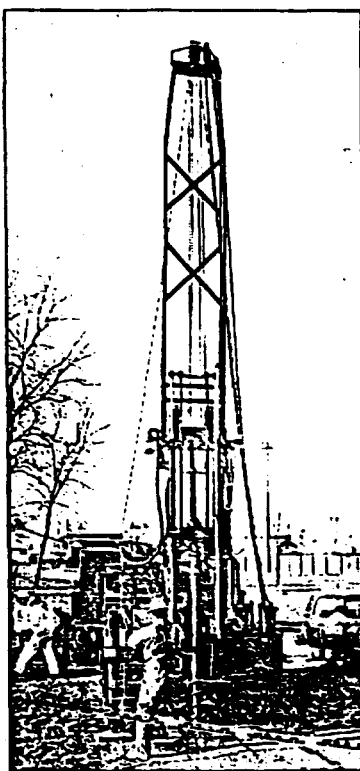
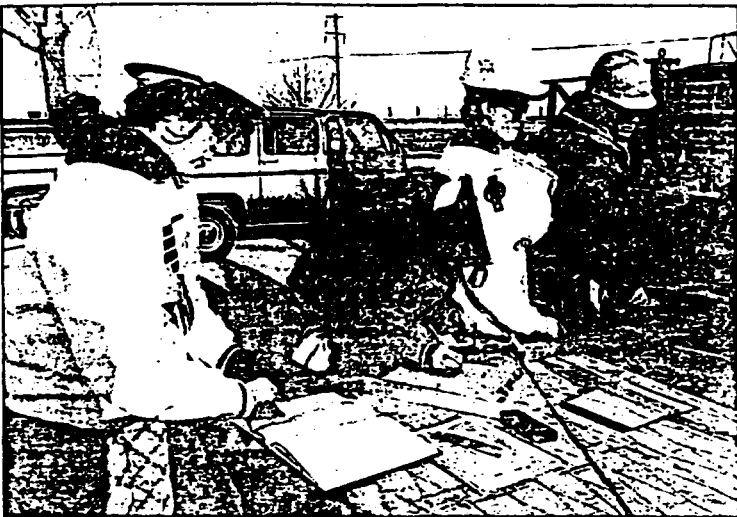
"We do know that the site was filled over a period of years," Black said. "Demolition debris may have been used as fill. If you've got a site in an industrial area, you never know what went in," he explained.

He passed out leaflets to neighboring residents to explain that the drilling and sampling were no cause for alarm or for avoiding the village park.

"The surface is not a matter of real concern," Black said. "We're looking deeper."

Mayor Paul Sauget dropped by as the crew punched a hole next to the park fence. In salty language, he declared the operation a waste of time and taxpayer's money.

See DRILLING, Page 4



Scott Dine/Post-Dispatch

TOP: Illinois environmental technicians drilling for soil samples in Sauget. LEFT: Workers recording data. They are (left to right) Sheila Murphy, project manager, Sherry Oto, Kim Nika and Ken Corkill.

Drilling

From page one

Unoffended, Black said he hoped that the mayor was correct in his belief that nothing harmful would be found. But he said it would be worth the cost of sampling to know that.

The drilling crew turned up nothing alarming in its first few drillings. The crew examined samples visually and with a hand-held monitor used to sniff for evidence of chemical solvents or petroleum products. More testing will be done in a laboratory, Black said.

Ground pollution would not necessarily mean there was illegal dumping or even carelessness, Black said.

For example, coal tar from old coal-

fired municipal utility plants was not considered a contaminant in the days when they were operating.

"Now, literally 100 years later, we're dealing with that legacy," Black said. Illinois is working to clean up 86 coal tar sites.

Polychlorinated biphenyls (PCBs) also were once thought harmless. Now, they are considered a likely cause of cancer.

Black said each of the 16 area sites being examined by the Illinois EPA would be worked on in stages.

Hazardous waste from local industries was dumped at a dozen sites on six segments of nearby Dead Creek,

beginning almost a century ago and continuing into the 1970s.

The Illinois EPA's primary concern is movement of contaminated ground water toward the Mississippi River.

Contaminants include heavy metals, chlorobenzene, pesticides, PCBs and dioxins.

Two years ago, Cerro Copper Products Co. agreed to spend \$12 million to remove about 25,000 cubic yards of contaminated soil from one segment of Dead Creek.

In March, Cerro Copper sued Monsanto Co. and one of its subsidiaries in U.S. District Court in East St. Louis for \$12.8 million.

The site is one of 16 in the area being checked for pollution.



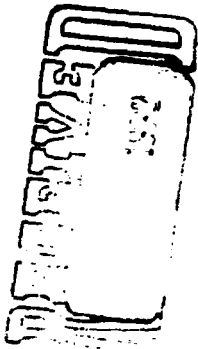
cc: HLS, Mike Rodberg

State of Illinois

ENVIRONMENTAL PROTECTION AGENCY

Mary A. Gade, Director

2200 Churchill Road, Springfield, IL 62794-9276



ANNOUNCEMENT OF PLANNED ENVIRONMENTAL SAMPLING ACTIVITY AT SAUGET "SITE K" ON DECEMBER 8 & 9, 1992 BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA)

As a routine part of the ongoing investigation of possible environmental problem-sites in the Sauget and Cahokia area (known as the "Sauget Sites"), on Tuesday and Wednesday, December 8 & 9, 1992, a team of environmental specialists from the Illinois Environmental Protection Agency (IEPA) will be collecting samples of soil from an area of Sauget, Illinois east of Falling Springs Road and north of a residential area on Queeny Avenue (known as "Site K" and "Yvonne Sauget Trust" in the Sauget Sites environmental investigation). (SEE ATTACHED MAP)

This long-planned follow-up site-investigation is expected to last two days, while the team collects samples of surface soils and an IEPA drill-rig collects samples from deeper soil-borings. This is the second look at Site K, following a 1988 IEPA study at the site, which suggested that some of the fill material deep beneath the present surface might contain some chemical contaminants. Since the 1988 study, 5 to 6 feet of fill material has been added to the site. The IEPA has no evidence at this time of any contamination of present surface soils at Site K.

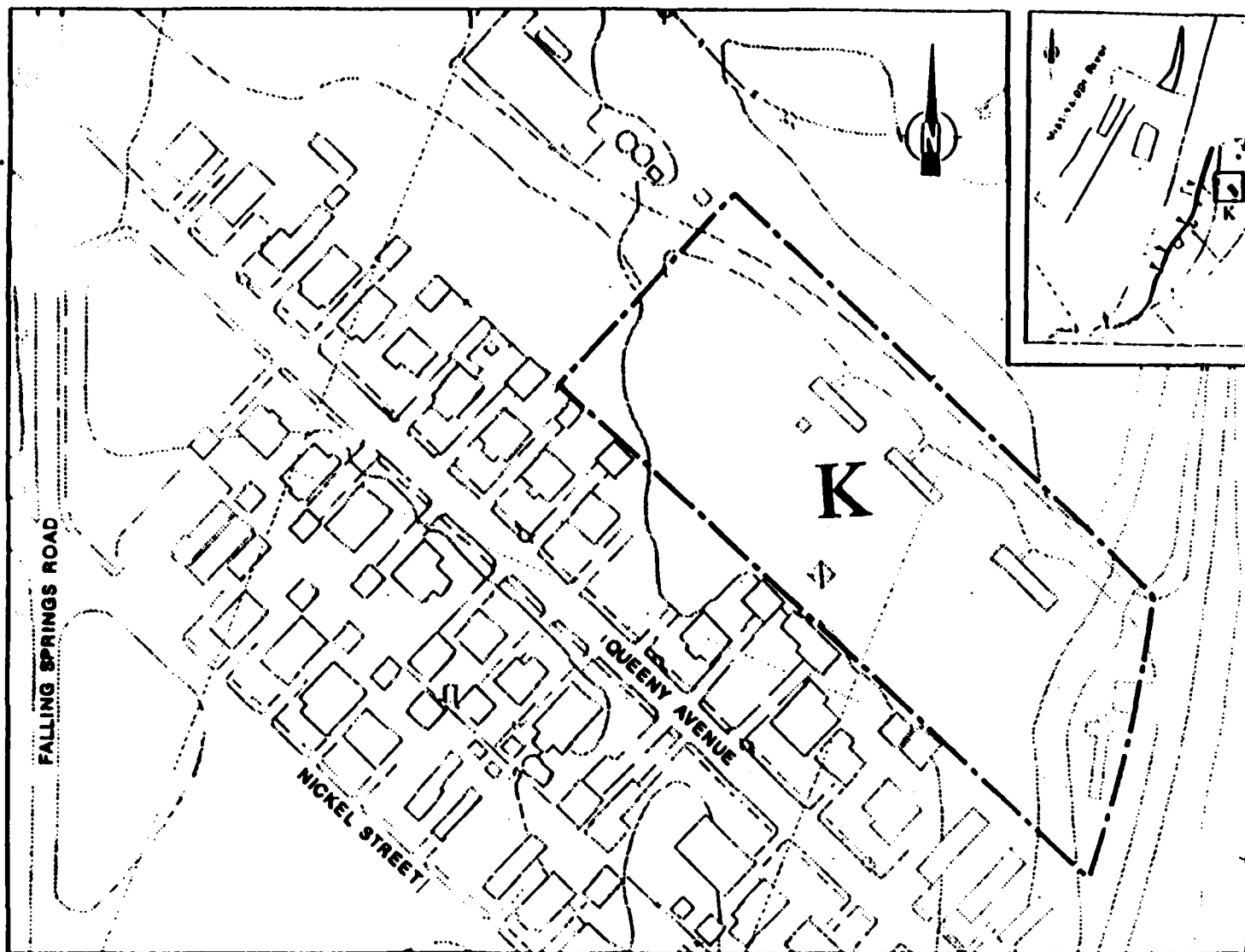
IEPA is making this announcement in an effort to inform local officials, nearby residents, and local news bureaus of the planned sampling and to avoid misunderstandings when the sampling team appears at the site. Some of the sampling activities have a routine requirement that team members wear protective gear to avoid contact with possibly contaminated soils from below-ground. However, the required use of such gear by sampling-team members does not indicate any danger to the general public.

Any questions about the current sampling, or about other aspects of IEPA's environmental investigations of the Sauget Sites can be directed to:

Stan Black
Office of Community Relations
Illinois E.P.A.
P.O. Box 19276
Springfield, Illinois 62794-9276

Phone: 217/785-1427

EPA seems to be getting busy again.



SOURCE: Ecology and Environment, Inc., 1988.



FIGURE 2-7 SITE FEATURES MAP, SITE K



CERRO COPPER PRODUCTS CO.

P.O. Box 66800

St. Louis, MO 63166-6800

618/337-6000

July 27, 1990

Mr. Richard J. Kissel, Esq.
Gardner, Carton & Douglas
321 N. Clark Street
Chicago, IL 60610

Dear Dick:

Pursuant to our recent conversation concerning the status of the Sauget Sites-Area I discussions with the IEPA and Attorney General's Office I am enclosing Mike Rodburg's letter to Jim Morgan.

The subject and general sense of the letter was discussed during meetings of interested parties in person and by phone.

You are, of course, encouraged to attend future meetings to remain informed about these activities.

Best regards,

Yours very truly,

CERRO COPPER PRODUCTS CO.

A handwritten signature in dark ink, appearing to read "Paul Tandler", is written over the company name.

Paul Tandler
Vice President

PT/ge
Encl.

cc: M. Rodburg, Esq. - no encl.
S. Krchma, Esq. - Monsanto Company - no encl.
File

bcc: H. L. Schweich
J. M. Grana
File



A member of The Marmon Group of companies

S87

LOWENSTEIN, SANDLER, KOHL, FISHER & BOYLAN

A PROFESSIONAL CORPORATION

COUNSELLORS AT LAW
65 LIVINGSTON AVENUE
ROSELAND, NEW JERSEY

07068-1791

TELEPHONE (201) 992-8700

FACSIMILE (201) 992-5820

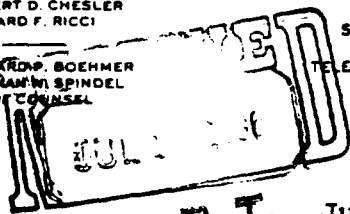
SOMERVILLE OFFICE

TELEPHONE (201) 526-3300

ALAN V. LOWENSTEIN
RICHARD M. SANDLER
BENEDICT M. KOHL
ARNOLD FISHER
JOSEPH LEVOW STEINBERG
MATTHEW P. BOYLAN
BRUCE D. SHOULSON
JOHN R. MACKAY 2ND
MARTIN R. GOODMAN
JOHN D. SCHUPPER
STEPHEN M. DERMER
MICHAEL L. RODSBURG
ALLEN S. LEVITHAN
R. BARRY STIGER
GREGORY S. REILLY
PETER H. EHRENBERG
HOWARD S. DENBURG
STEVEN S. FUERST
THEODORE V. WELLS, JR.

WILLIAM S. KATCHEN
MICHAEL DORE
GERALD KROVATIN
RICHARD D. WILKINSON
ALAN WOVSANIKER
KENNETH J. SLUTSKY
DAVID L. HARRIS
ZULIMA V. FARRER
WILLIAM P. MUNDAY
COLLEEN P. KELLY
DANIEL J. BARKIN
GEORGE J. MAZIN
JAMES STEWART
ROBERT L. KRAKOWER
KEITH M. ANSBACHER
LAURA R. KUNTZ
ROBERT D. CHESLER
RICHARD F. RICCI

RICHARD P. BOEHMER
NORMAN M. SPINDEL
OF COUNSEL



BY P.T. July 10, 1990

LEE HILLES WERTHEIM
STUART S. YUSEN
KEVIN KOVACS
JOHN L. BERGER
PHYLLIS F. PASTERNAK
RICHARD NIEMIEC
MARY-LYNNE RICIGLIANO
LUCINDA P. LONG
STEPHEN H. SKOLLER
DAVID W. FIELD
MARY JO REICH
ANN P. OSTERDALE
MARTHA L. LESTER
LINDA PICKERING
MICHAEL O'B. BOLDY
BETH ANN WILANSKY
BONNIE K. LEVITT
MICHAEL D. SCOTT
ROCHELLE B. GALIBER
SOLOM L. KANDEL
PAUL C. PAWLOWSKI
DENNIS F. GLEASON
ANTHONY J. REITANO, JR.
HOWARD A. TEICHMAN
ROBERT G. MINION
KAREN GAYNOR KILLEEN
W. ANNE CONLEY-PITCHELL
JEFFREY J. WILD
LEON S. SEGEN
TERRY E. THORNTON
ALEXANDER J. KOVACS
CONSTANCE J. ALEXANDER
MARIA A. DANTAS
ARTHUR M. SAIEWITZ
DAVID S. WOLIN
DOLORES M. BLACKBURN

GEORGIA A. McMILLEN
MARC B. KRAMER
JOHN F. DELANEY
SCOTT E. RATHER
LYNNE S. SCHERTZ
PATRICK J. CONLON
SAMUEL ROSENBERG
JOHN M. NOLAN
GARY M. WINGERS
CHRISTINE RANIERI SMITH
MARJORIE E. KLEIN
IVAN M. BARON
VIVIAN D. LAGER
SUNIL K. GARG
GAIL E. XIGUES
EILEEN M. CLARR
MONICA C. BARRETT
BRIAN M. ENGLISH
RICHARD P. SHAPIRO
NANCY LAKE MARTIN***
ALLEN P. LANGJAHN****
JOHN B. MCCUSKER**
JAYNE A. PRITCHARD
MIRIAM KAHAN BRODY
GWEN J. LOURIE
DARRYL EVERETT GUGIG
SAMUEL B. SANTO, JR.
JONATHAN T. K. COHEN
CRAIG M. LESSNER
SUSAN L. YODDOVIN
PAUL F. CARVELLI
JAY A. SOLED
SUSAN E. WAELBROEC***
ADAM L. GANS
KAREN E. TRAEGER*

*N.Y. BAR ONLY
**TEXAS BAR ONLY
***CA. BAR ONLY
****FL. BAR ONLY

James L. Morgan, Esq.
Assistant Attorney General
Illinois Attorney General's Office
Environmental Control Division
500 South Second Street
Springfield, IL 62706

Re: Sauget Area I

Dear Mr. Morgan:

This will report to you regarding the status of the efforts of certain parties named by IEPA as potentially responsible for one or more of the sites which comprise Area I.

Since the May 31, 1990 PRP meeting with IEPA, a number of the PRP's have participated in several discussions in person and by telephone conference call concerning your request for a PRP financed and performed RI/FS for Area I. A number of issues have been identified, several of which IEPA may be able to address. First, the PRP's do not believe that all parties with potential responsibility have been identified by IEPA. As you know, Monsanto and Cerro shared with IEPA their information on this subject on June 6, 1990. We remain hopeful that additional PRP's will be identified and notified.

Second, most of the identified PRP's are current or recent past owners of properties within the sites comprising Area I who acquired their interests after

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S88

July 10, 1990

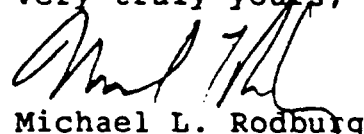
disposal activities had ceased, sometimes without knowledge of the antecedent landfilling activities. Not surprisingly, many of these parties regard themselves as innocent landowners or de minimis potentially liable parties and are not willing to contribute substantially to the effort. Our most significant identified need is access to persons or records regarding the identity of transporters and waste generators who used the sites for disposal. The PRP's are contemplating several initiatives to develop this information. Certainly IEPA's assistance in these efforts will be of critical importance.

Despite the obstacles facing the PRP's, we do believe the group is making progress toward a commitment to the RI/FS process. Cerro has affirmed to the PRP's that it is willing to provide administrative leadership for a number of the sites if a sufficient number of PRP's participate in the effort and a satisfactory apportionment of the costs can be attained. Monsanto has expressed interest in a similar commitment for the other Area I sites. Preliminary cost estimates are being prepared and alternative funding arrangements are being considered.

We believe that the PRP's have shown sufficient interest to begin to develop a detailed scope of work for the RI/FS on a site-by-site basis. We suggest that our technical representatives meet with yours to develop the scope of work and work plan.

Of course, this letter is not and should not be construed as a binding commitment on any parties' part at this time. Moreover, this communication is part of settlement discussion and is without admission of any liability and without prejudice to any party.

Very truly yours,



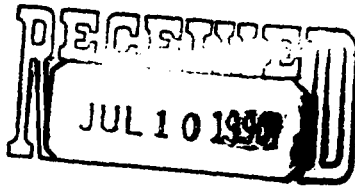
Michael L. Rodburg

MLR/ca

cc: Mr. Paul Takacs
Stephen P. Krichma, Esq.
Mr. Paul Tandler

7/16/90 cc. H. L. SCHMIDT
J. M. GRANA
Ray Brown

Monsanto



Monsanto Chemical Company
500 Monsanto Ave.
Sauget, Illinois 62206-1198
Phone: (618) 271-5835

July 9, 1990

Mr. Paul Tandler
Cerro Copper Products
P. O. Box 681
East St. Louis IL 62202

Dear Mr. Tandler:

Attached for your consideration is a proposed Access Agreement to allow Monsanto and its contractors access to property you own along Dead Creek between Queeny Avenue and Judith Lane. Access is needed to conduct sampling for purposes of determining the best way to deal with contamination in that area.

After you have had a chance to review, please call and let's discuss.

Sincerely,

Max W. McCombs
General Superintendent
Government and Environmental Affairs

/sdg
Enclosure

ACCESS AGREEMENT

This Agreement is made as of the _____ day of _____, 1990 between _____, a land owner in St. Clair County, Illinois, and Monsanto Chemical Company, a unit of Monsanto Company, whose principal offices are located at 800 North Lindbergh Boulevard, St. Louis Missouri 63167.

WHEREAS, Monsanto has requested permission to enter upon the property of the above-listed owner at the address listed above to perform certain tests and take samples of the material at areas in and around Dead Creek; and

WHEREAS, _____ is willing to grant Monsanto a revocable license for the purpose aforesaid.

NOW, THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and agreements stated herein, the parties agree as follows:

1. _____ hereby grants to Monsanto a revocable license to enter upon real property owned by _____ located at _____ for the purpose of sampling areas in and around Dead Creek.

2. Said access for testing shall be limited to those officers, employees and environmental consultants of Monsanto ("Monsanto Personnel") as designated by Monsanto whose presence is necessary to further the purposes of this Agreement.

3. Monsanto agrees that upon completion of the sampling and testing to be performed, all material and equipment shall be removed from the property, and said property will be restored as nearly as possible to its original state and condition. Monsanto will use all reasonable efforts to provide that the activities set forth herein are performed in a manner consistent with prevailing professional standards for all areas of activities undertaken by Monsanto Personnel. Each field activity to be conducted under this Agreement shall be coordinated by professionals with experience relative to the particular activity being conducted at the site each day.

4. As to the work to be done, or services to be performed by Monsanto or its consultants, Monsanto assumes responsibility for any liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury or damage to property, sustained in connection with or to have arisen out of performance of the work hereunder. Monsanto shall indemnify, defend and save harmless the land owner of the above-described property from and agreement any and all claims, demands, actions causes of action, suits, damages, expenses (including attorney's fees and experts' fees) directly resulting from any liability described in the preceding sentence.

5. _____ shall advise Monsanto of any utility lines or other hazardous or potentially hazardous conditions of which _____ has actual knowledge that might reasonably be expected to be damaged by the work to be performed hereunder or that might significantly interfere with the performance of the work provided herein.

IN WITNESS WHEREOF, the parties has caused this Access Agreement to be executed the day and year first above written.

BY: _____
TYPED NAME: _____
ADDRESS: _____

MONSANTO CHEMICAL COMPANY
a unit of Monsanto Company

BY: _____
TITLE: PLANT MANAGER



INTER-OFFICE CORRESPONDENCE

DATE July 3, 1990

TO Paul Tandler

FROM Ray Avendt *RA*

SUBJECT RI/FS Area I

Enclosed please find an estimate for a proposed RI/FS for the remaining Area I sites. I have identified the costs by area. We anticipate the total cost for this scope of work to be \$1,880,000. The laboratory and soil boring services should total \$853,000. These figures are based on initiation of the project no later than October 1, 1990 and an 18 month duration.

RJA/11

Attachments

cc: P. Tandler
J. Grana
M. Rodburg

REMEDIAL INVESTIGATION

TASK 1	DESC. CURRENT SITUATION	16500
TASK 2	PLANS AND MANAGEMENT	14000
TASK 3	SITE INVESTIGATION	55000
	FIELD SAMPLING & LAB ANALYSIS	205000
TASK 4	SITE INVESTIGATION ANALYSIS	24000
TASK 5	LAB AND BENCH SCALE STUDIES	6000
	LAB ANALYSIS	10000
TASK 6	REPORTS	18000
	SUBTOTAL RI	<hr/> 348500

FEASIBILITY STUDY

TASK 7	DESC. PROPOSED RESPONSE	14000
TASK 8	PRELIM. REMEDIAL TECHNOLOGIES	18000
TASK 9	DEVELOPMENT OF ALTERNATIVES	18000
TASK 10	INITIAL SCREENING OF ALTERNATIVES	13500
TASK 11	EVALUATION OF ALTERNATIVES	24000
TASK 12	PREL. FEASIBILITY STUDY REPORT	12000
TASK 13	FINAL REPORT	17000
TASK 14	ADDITIONAL REQUIREMENTS	10000
	SUBTOTAL FS	<hr/> 126500
	TOTAL RI/FS BY TASK	<hr/> 475000

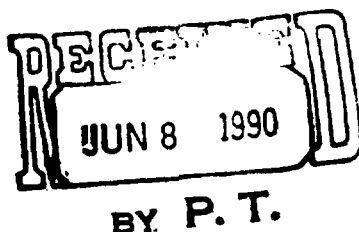
SITE G	SITE H	SITE I	SITE L	TASK TOTAL
--------	--------	--------	--------	------------

12000	11500	16500	5000	61500
10000	9000	14000	4000	51000
17000	31000	52000	16000	171000
125000	190000	275000	15000	810000
12000	20000	28500	7000	91500
4000	6000	9000	2000	27000
8000	8000	12000	5000	43000
9000	12000	25000	3000	67000
<u>197000</u>	<u>287500</u>	<u>432000</u>	<u>57000</u>	<u>1322000</u>

6000	12000	22000	5000	59000
9000	12000	27000	3000	69000
9000	12000	28000	3000	70000
14000	13500	30000	4000	75000
14000	18000	40000	3000	99000
9000	15000	26000	3000	65000
10000	15000	27000	3000	72000
7000	10000	18000	4000	49000
<u>78000</u>	<u>107500</u>	<u>218000</u>	<u>28000</u>	<u>558000</u>
<u>275000</u>	<u>395000</u>	<u>650000</u>	<u>85000</u>	<u>1880000</u>



Monsanto



Monsanto Chemical Company
W. G. Krummich Plant
500 Monsanto Ave.
Sauget, Illinois 62206-1198
Phone: (618) 271-5835

June 5, 1990

Paul Tandler
Cerro Copper Products Co.
P.O. Box 681
E. St. Louis, Ill. 62202

Dear Mr. Tandler:

An Area I PRP meeting has been scheduled for 9:00 a.m. in the Sauget Village Hall on June 12, 1990. Neither the Illinois EPA nor Illinois Attorney General's will be present.

Subjects to be discussed are:

1. The completeness of the PRP list.
2. Subdividing Area I in terms of PRP leadership.
3. Initiating PRP participation agreement discussions for Area I.

Sincerely,

Max W. McCombs
General Superintendent
Government and Environmental Affairs

6/8/90
/sdg
Attach.

cc H. L. Schwanen
J. Brown

S96

J. Brown will arrive early this morning.
To participate in this meeting, as well as
in a 1 PM meeting on Area 2, Site "O",
The Village Clubhouse. P.T.

PRP List - Area I

Cerro Copper Products Co.
P.O. Box 66800
St. Louis, Missouri 63166-6800

Richard M. Cohen
601 North Faring Road
Los Angeles, California 90077

Illinois State Trust Company
222 East Main
Belleville, Illinois 62220

Tony L. Lechner
153 Bon Chateau
St. Louis, Missouri 63141

Stanley Kreitman
345 Hudson Street
New York, New York 10014

Midwest Rubber Reclaiming Co.
3101 Mississippi Avenue
Sauget, Illinois 62206

Monsanto Company
800 North Lindbergh Blvd.
St. Louis, Missouri 63167

Rogers Cartage Company
9150 South Damen Avenue
Chicago, Illinois 60602-2607

Ruan Transport Corporation
666 Grand Avenue
Des Moines, Iowa 50309

Paul Sauget
2700 Falling Springs Road
Sauget, Illinois 62201

James D. Tolbird
762 Leon
Cahokia, Illinois 62206

Village of Sauget
2350 Monsanto Avenue
Sauget, Illinois 62206

Morris Weissman
345 Hudson Street
New York, New York 10014

Harold W. Wiese
205 Graybridge Road
St. Louis, Missouri 63124

Wiese Planning and Engineering, Inc. /
1200 Queeny Avenue
Sauget, Illinois 62206

~ x:PT

6-6-90 IEPA Meeting on Area I

Bruce Carlson	Warren Small
Jean Morgan	Ernell Boyce
Carol Takara	Barry Miller

Meeting basically concerned Monarchs

giving IEPA names of current owners

Site M - Thomas (owner)

Village of Calistoga
Hill Hill Construction was
owner before given. They
were the generator of site.

data adjoining Road Creek

T. Wilson
Roe Stillman
Moto Gail
Moto Gail

Site M - Moto Haa

Estate of Myrtle Harbrie

Robert Clarkson - adjoining Road Creek

I asked why these named as potential
discharge to be were not added. They
said they need more proof like discharge

sample data etc.

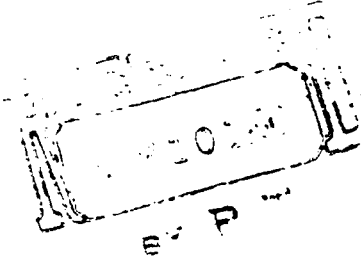
Cornell Boggs said he would send
me a copy of Monsanto's title search.

Meeting only lasted 1 hour.



217/782-6760

Refer to: L1630200005 -- St. Clair County
Sauget Sites (Area I) -- Sauget
Superfund/General Correspondence



May 4, 1990

Paul Tandler, Vice President
Cerro Copper Products Co.
Post Office Box 66800
St. Louis, Missouri 63166-6800

Dear Mr. Tandler:

This letter will confirm our Area I meeting scheduled at the Holiday Inn at Collinsville on May 31, 1990. The meeting will be held at the Executive Conference Room #1 and will begin at 9:00 a.m.

As had been discussed in our earlier meeting on March 22, 1990, IEPA agreed to review a title search completed by Monsanto which included Area I sites. Enclosed is an updated PRP list which includes potentially responsible landowners of sites G, H, I and L of Area I (see attachments). Although not mandatory, the Agency has proceeded to notify such landowners in a responsive effort to broaden the base of involved PRPs. We understand that a proposal for an RI/FS of Area I is to be presented at this upcoming meeting.

If you have any questions, please feel free to contact me at the above number.

Sincerely,

Paul E. Takacs, Project Manager
Federal Site Management Unit
Remedial Project Management Section
Division of Land Pollution Control

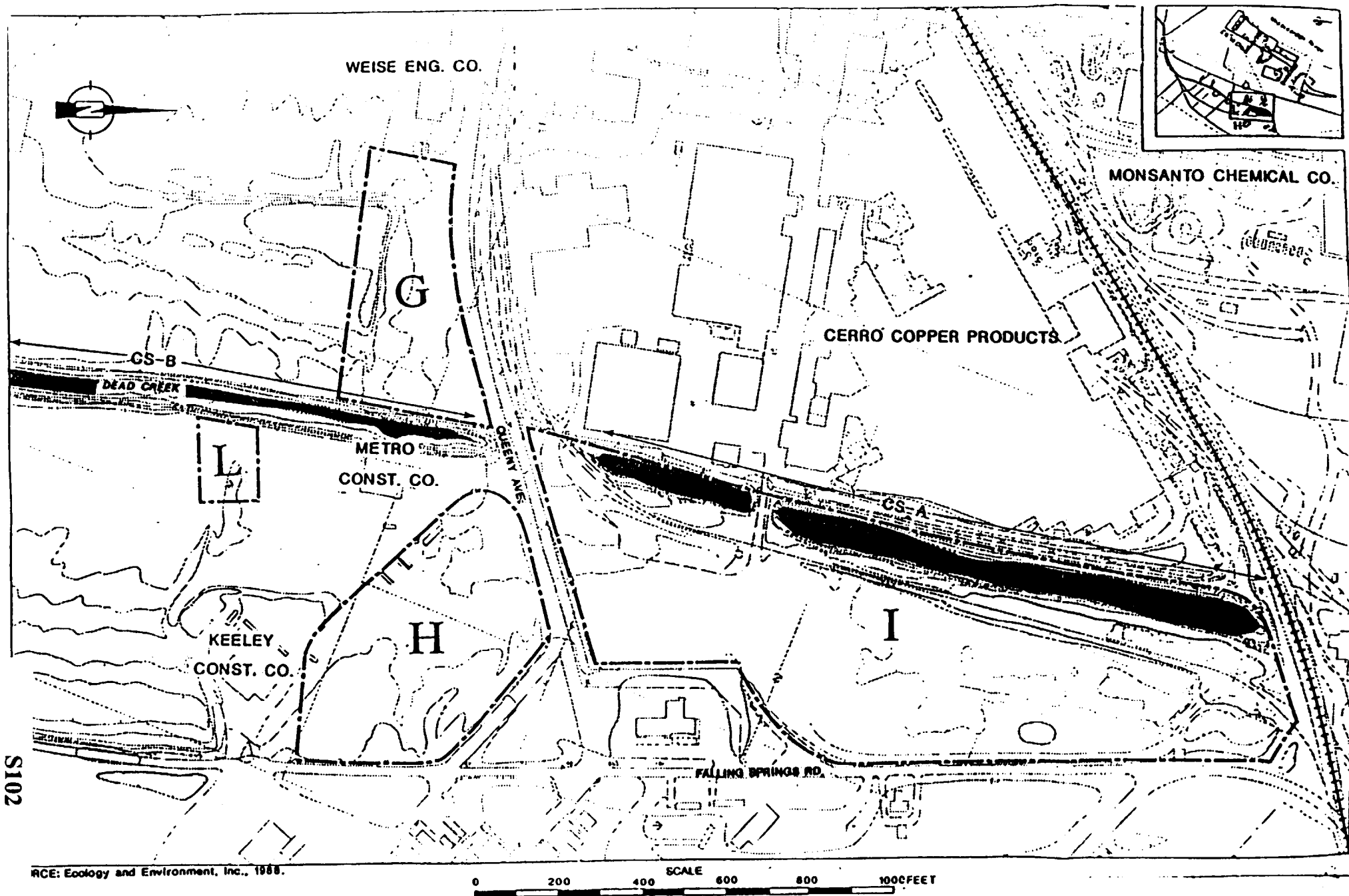
PET:bjh/1568n/64

Attachments

cc: Division File

5/10/90 cc. H.L. Schwaben
R. Avon
J. Stewart (HHS Copy)
J. Garna
File - Division 1701

Attachment 1
Area I Location Map



S102

Attachment 2
PRP List - Area I

✓ Cerro Copper Products Co.
P.O Box 66800
St. Louis, Missouri 63166-6800

Richard M. Cohen
601 North Faring Road
Los Angeles, California 90077

✓ Illinois State Trust Company
222 East Main
Belleville, Illinois 62220

Tony L. Lechner
153 Bon Chateau
St. Louis, Missouri 63141

Stanley Kreitman
345 Hudson Street
New York, New York 10014

✓ Midwest Rubber Reclaiming Co.
3101 Mississippi Avenue
Sauget, Illinois 62206

✓ Monsanto Company
800 North Lindbergh Blvd.
St. Louis, Missouri 63167

✓ Rogers Cartage Company
9150 South Damen Avenue
Chicago, Illinois 60602-2607

✓ Ruan Transport Corporation
666 Grand Avenue
Des Moines, Iowa 50309

Paul Sauget
2700 Falling Springs Road
Sauget, Illinois 62201

✓ James D. Tolbird
762 Leon
Cahokia, Illinois 62206

Doris

Village of Sauget
2350 Monsanto Avenue
Sauget, Illinois 62206

Morris Weissman
345 Hudson Street
New York, New York 10014

✓ Harold W. Wiese
205 Graybridge Road
St. Louis, Missouri 63124

Wiese Planning and Engineering, Inc.
1200 Queeny Avenue
Sauget, Illinois 62206

5-31-90 Area I PRP : IEPA Meeting

Carlson opened meeting by stating purpose:
= ~~we~~ wants to know status of a PRP proposal.

Stephan Kirchma (Monsanto) said that Monsanto has been working on Area II - Site C. Also Monsanto has questions on why IEPA did not use all the names they gave them as PRP's.

- Bruce Carlson said that they notified all PRP's they could find. He said some on the list were dead.
- Doug Tolbird's attorney said that she bought her land from Reger Cartage in 1979 and did not have any knowledge of waste activity nor did she generate any waste. He said they felt that they should not be here in the first place.
- Harold Wiese said basically the same thing.
- Reger Cartage said they do not own any of the land in Area I now.

Carlson said that the attorneys for Tollind should check the statutes for innocent landowners.

Carlson wants Areas I & II to move along the same timeline. 'IEPA thinks there are some sites which need immediate attention. Carlson said that CS-B and Site 2 pose an immediate health hazard and the other sites are more of a long term problem.

State wants Area I work to move ahead now. Max McComb stated that part of the problem was some miscommunication between the PRP's. He said that Monsanto thought that Cerro was going to take the lead. Nancy Martin (CNS) said that as far as she knew, Cerro did not commit to that, Cerro is only interested in taking the lead on the sites owned by US, Site I & DC-A.

Morgan said EPA does not want to see the sites broken up unless RI/FS are done at the same time.

from Terry Ayers said that as of July 1 1990 the state will begin RFP's. It would be state funded. He thought C-S-B and Site G would be scheduled for clean-up 1st and the state could use it's mobile incinerator. Ayers said that by fall Area I would be on the AIRL and then federal money would be available.

Monsanto again said they had questions about the # of RFP's. They asked if they could meet with IEPA. IEPA agreed. The meeting is scheduled for Wednesday June 6, 1990 @ 10:00 in Springfield. The meeting will be to discuss adding more RFP's. I asked if anyone can attend. Walter Small said he was more than welcome and I should call him as we can correspond. The meeting broke up at about 10:10 with RFP's ~~staying~~ staying on to talk.

PRP Mtg

Monsanto started off listing the options

- Do an Area I RI/FS
- "separate sites" 's
- Let the IEPA do the RI/FS then negotiate clean-up.

I reiterated Cerro's position that Cerro was only interested on taking the lead on the sites they own Site I & CS-A. ~~Even though~~ We own a small part of G. we only want to be a player and not leader.

A PRP meeting has been scheduled for June 12, 1990 in the morning. Max will try to get the Village Hall. He said that would work out good because there is a meeting scheduled in the afternoon on Site O.

After the meeting I ask Steve Krichma about the Site O meeting. He said that he hasn't been able to reach Rodberg. I told him Rodberg wanted to talk to him. He also said that Baker has some problems with the Site O agreement and his role. The Village wants Kissel & Baker to be co-council.

ATTENDANCE RECORD

DATE 5/31/90

SUBJECT: Sauget Sites - Area I

NAME	AFFILIATION	TELEPHONE
Bruce Carlson	IEPA - Div. of Legal Counsel	217/782-5544
Jim Morgan	Illinois Attorney General	217-782-9030
PAUL TAKACS	IEPA - PROJ MGR.	217 782 6760
Curtis Martin	Representing Doris Tolbird (PRP)	618/281-7111
Kenneth Kessler	Ruan Transport Corporation	(515) 245-2725
Max McCombs	Monsanto	(618) 482-6390
Warren L. Smith	Monsanto	(314) 694-1617
DORIS TOLBIRD	JAMES D. & DORIS TOLBIRD	618- 337 -8304
ALVIN KONRAD	ROGERS CARTAGE	618-337-5555
DAVE KRAMP	ROBERS CARTAGE CO.	618 337-5555
Cornell Boggs	Monsanto	314 694-6032
Stephen KREHNA	Monsanto	(314) 694-1278
Horace J. Drake	Midwest Rubber Rocking Div.	618-337-6400
Peter Strassen	Thompson & Mitchell - FILLIUS	314 231-7676
WALTER L. WITTENBERG	GREENSFELDER, HEMKER + GALE - H.W. ESE	314-241-9090
Joe GRANA	Cerro Copper Products	618-337-6000
Nancy Lake Martin	Lowenstein, Sandler for Cerro	(201)-992-8700
Terry G. Ayers	Illinois EPA	618 217-782-6760
		S109

L 532-1003
PA 130 9/82

034-003

Martin

→ Nancy

✓



CERAM COPPER PRODUCTS CO.

A member of The Marmon Group of companies

INTERNAL MEMORANDUM

File#

HQ-10

SHOW NAME, TITLE AND UNIT OF ADDRESSEE AND ADDRESSOR

TO: Paul Tandler

FROM: S. A. Silverstein

SUBJECT: SAUGET SITES - RIFS - HRS

DATE: March 27, 1989

After hearing from Max McComb of Monsanto this morning, several calls were placed as a followup to the information he conveyed. McComb reported that he had received word from the John Mathes organization that IEPA would be coming out tomorrow, March 28, with a hazardous ranking of the Sauget Sites that would presumably place the sites on the Superfund list. This was contrary to our understanding that IEPA would do no scoring of any sites under investigation until U.S.EPA comes out with the new HRL scoring schedule.

A call was placed to Tom Hippe, Senior Environmental Engineer with John Mathes Co., with whom I had had previous contact. Hippe said that he had heard that IEPA was contemplating some action soon, but he had no confirmation or details. About fifteen minutes later Hippe called me back and said that he had traced the report through his organization and determined that it was just an unconfirmed rumor. As recently as last Friday afternoon a Mathes representative had discussed the Sauget Sites with IEPA and were told that they are continuing their evaluation of the data produced by E&E but no immediate action is contemplated.

I also phoned Ray Avendt to find out if he had heard anything about any imminent action. Ray said that he had received a copy of a letter from IEPA to E&E requesting E&E to prepare hazard ranking scores for the Sauget Sites under the original system and the proposed new system. I asked him to fax a copy of that letter, which he did, and which is attached to this memo. Avendt also reported that he had spoken to Jeff Larson at IEPA this morning, returning a call Larson had placed to him last week, and Larson informed him that Monsanto had submitted a 5-year work plan for their riverfront waste dump, Site Q, which plan is not acceptable to IEPA.

In summary it appears that while the report from Max McComb is not accurate, there are indications that some action will be taking place sooner than we had expected. It is disappointing that we did not immediately receive from our consultant information that had been sent to him.

SAS/ge


S111

THE AVENDT GROUP, INC.
ENGINEERS & SCIENTISTS

TELECOPIER COVER SHEET

DATE: 3-27-89

TO: NAME: S.A. Silverstein
COMPANY: Cerro Copper Products Co.
OFFICE PHONE NO.: (618) 337-6000
TELECOPIER PHONE NO.: (618) 332-0108

FROM: NAME: RAY AVENDT
COMPANY: Avendt Group, Inc.
OFFICE PHONE NO.: (301) 261-1177
TELECOPIER PHONE NO.: (301) 626-1007

TOTAL NUMBER OF PAGES: 3 (INCLUDING THIS COVER PAGE).

As per Jeff Larsen 3/27, Monsanto submitted 5 yr. work plan for Site Q on 3/14/89. No additional sampling, further modeling and will consider effects of no action alternative. State A.G. office will deny.

PLEASE CALL AS SOON AS POSSIBLE IF YOU DO NOT RECEIVE ALL PAGES



Illinois Environmental Protection Agency · P.O. Box 19276, Springfield, IL 62794-9276

217/782-6761

Refer to: LPC #1630200005 -- St. Clair County
Sauget/Sauget Sites
Superfund/Fiscal

March 20, 1989

Mr. Dan Sewall, Project Manager
Ecology and Environment
111 W. Jackson Blvd.
Chicago, IL 60604

Dear Dan:

The Illinois Environmental Protection Agency has in the past tasked E & E to generate, under a contractual relationship, an expanded Site Investigation of the Dead Creek Project Sites at Cahokia and Sauget, Illinois. It is the State of Illinois' objective to witness in the near future the remediation of the hazardous waste sites in these two communities.

The mechanisms by which the State can reach this objective are as follows:

- ° Prepare a Hazard Ranking Score (HRS) and submit the scoring package to USEPA in order to nominate the site for the National Priorities List (NPL) and secure either through a volunteer lead or USEPA, CA, funding necessary to generate a Remedial Investigation (RI) and Feasibility Study (FS).

These studies are necessary in order to select ~~a remedial~~ alternative to address the site specific problems.

- ° The Potentially Responsible Parties involved in the project may initiate action and propose the development of the RI/FS under the direction of their own consultant. This initial effort of good faith is addressed in the new National Contingency Plan (NCP) due out March 23, 1989 and is referred to as the "Deferred Listing Policy". The State defers the nomination of the site to the NPL and places a hold on the finished HRS package and formal nomination.

Page 2

At present, a Potentially Responsible Party (PRP) has contacted the State concerning the Area 1 (Sites G, H, I, L, Dead Creek Sections A & B and possibly Site K) sites. The State encourages serious negotiations in regards to a volunteer lead project. We have however experienced numerous delays over time in listing the Sauget and Cahokia sites on the NPL and securing federal support and funding. In order to not delay this process further, the Illinois EPA wishes to task Ecology Environment, as a multi-site consultant, to generate a HRS (Model) for the aggregate and separate sites as shown in the Aggregate Site Map of the Expanded SI (May 1988) prepared by your firm.

We would like to have this scoring package generated as soon as possible in order to prepare our nomination package to the USEPA. It is our understanding from USEPA headquarters in Washington, D.C. that nominations can still be made under HRS I due to the lengthy delay in finalizing HRS II.

In addition, IEPA would like to have a cost estimate for the preparation of the HRS II at Sauget. Please develop a cost breakdown for HRS I application so that your multi-site contract may be amended, so you can proceed with work without delay.

Sincerely,



Tom Larson, Project Manager
Federal Site Management Unit
Regional Project Management Section
Division of Land Pollution Control

Link: 4/37/26-2

cc: Division File
Bill Radlinski
John Steller
Jim Frank
Terry Ayers
Ray Avendt, Avendt Group, Inc.
Nancy Mackiewicz, A.G.

FILE: SITE1.WQ1

SITE 1 WELL EXCAVATION SOIL ANALYSIS

	WCU-11	WCU-1S	WCD-21	WCD-2S	WCD-31	WCD-3S	WCD-41	WCD-4S	WCU-51	WCD-61	WCD-6S	WCD-71	WCD-7S	WCD-81
% Solids	83.0%	77.5%	84.8%	81.6%	85.9%	64.1%	81.3%	81.7%	83.0%	80.9%	78.2%	86.7%	82.0%	83.3%
Chloromethane	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Bromomethane	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Methylene Chloride	19	8	770	6200	BDL	BDL	10	26	17	1800	50	26	13	20
Acetone	74	63	8500	22000	87	BDL	84	41	74	4600	430	110	27	360
Carbon Disulfide	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,2-Dichloroethene	BDL	BDL	BDL	BDL	BDL	2000	BDL	BDL	BDL	BDL	BDL	BDL	BDL	31
Chloroform	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,2-Dichloroethane	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
2-Butanone	BDL	BDL	4200	BDL	BDL	5000	81	BDL	17	5400	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	BDL	BDL	BDL	2400	BDL	BDL	BDL	BDL	35	1000	BDL	11	20	520
Carbon Tetrachloride	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Vinyl Acetate	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Bromodichloromethane	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,2-Dichloropropane	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
cis-1,3-Dichloropropene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	BDL	BDL	BDL	BDL	BDL	1700	BDL	BDL	BDL	BDL	BDL	BDL	BDL	480
Dibromochloromethane	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Benzene	BDL	BDL	230	2200	4	1600	BDL	BDL	4	690	72	BDL	BDL	360
Trans-1,3-Dichloropropene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Bromoform	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
4-Methyl-2-pentanone	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
2-Hexanone	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Tetrachloroethene	BDL	BDL	5200	2800	67	4000	BDL	8	15	2500	310	BDL	BDL	69
1,1,2,2-Tetrachloroethane	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Toluene	5	BDL	2100	4200	77	6900	3	10	BDL	4900	380	BDL	BDL	540
Chlorobenzene	BDL	BDL	42000	51000	360	67000	7	6	2400	21000	2600	BDL	BDL	1400
Ethylbenzene	BDL	BDL	5300	15000	37	1400	BDL	7	24	2900	230	BDL	BDL	420
Styrene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Xylene	BDL	BDL	2800	7300	85	5300	BDL	9	48	5900	410	BDL	BDL	1500
1,3-Dichlorobenzene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,2-Dichlorobenzene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,4-Dichlorobenzene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
2-Chloroethylvinylether	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Dichlorodifluoromethane	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichlorodifluoromethane	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Bis(chloromethyl)ether	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
2-Chlorotoluene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
4-Chlorotoluene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,2,3-Trichloropropane	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1,2-Tetrachloroethane	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroacetaldehyde	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1-Chlorohexane	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Phenol	BDL	BDL	BDL	BDL	220	26000	BDL	BDL	BDL	BDL	BDL	BDL	BDL	670
Bis(chloroethyl)ether	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL

FILE: SITE1.WQ1

SITE 1 WELL EXCAVATION SOIL ANALYSIS

	WCU-11	WCU-1S	WCU-21	WCU-2S	WCU-31	WCU-3S	WCU-41	WCU-4S	WCU-51	WCU-61	WCU-6S	WCU-71	WCU-7S	WCU-81
2-Chlorophenol	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,3-Dichlorobenzene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,4-Dichlorobenzene	BDL	BDL	5100	66000	9000	79000	BDL	BDL	430	BDL	BDL	BDL	BDL	BDL
Benzyl Alcohol	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	6300	3700	BDL	BDL	BDL	9500
1,2-Dichlorobenzene	BDL	BDL	BDL	2900	1000	34000	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
2-Methylphenol	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	74	1800	BDL	BDL	BDL	800
Bis(2-Chloroisopropyl)ether	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
4-Methylphenol	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
N-Nitroso-Di-n-propylamine	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Hexachloroethane	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Xylobenzene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Isophorone	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
2-Nitrophenol	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
2,4-Dimethylphenol	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Benzoic Acid	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Bis(2-Chloroethoxy)methane	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
2,4-Dichlorophenol	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,2,4-Trichlorobenzene	BDL	BDL	99000	280000	190000	120000	BDL	BDL	240	100000	1700	580	BDL	17000
Naphthalene	BDL	BDL	BDL	2600	1500	32000	BDL	BDL	BDL	240000	4900	320	BDL	240
4-Chloroaniline	BDL	BDL	1100	BDL	9100	BDL	BDL	BDL	BDL	19000	10000	BDL	BDL	5300
Hexachlorobutadiene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
4-Chloro-3-methylphenol	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
2-Methylnaphthalene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Hexachlorocyclopentadiene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
2,4,6-Trichlorophenol	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
2,4,5-Trichlorophenol	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
2-Chlorocapthalene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
2-Nitroaniline	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Diethylphthalate	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Acenaphthylene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
2,6-Dinitrotoluene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
3-Nitroaniline	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Acenaphthene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
2,4-Dinitrophenol	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
4-Nitrophenol	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
2-Benzofuran	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
2,4-Dinitrotoluene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Diethylphthalate	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
4-Chlorophenyl-phenylether	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Fluorene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
4-Nitroaniline	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
4,6-Dinitro-2-methylphenol	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
N-Nitrosodiphenylamine	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
4-Bromophenyl-phenylether	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Hexachlorobenzene	BDL	BDL	20000	53000	24000	BDL	BDL	BDL	15000	BDL	BDL	BDL	BDL	BDL
Pentachlorophenol	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Phenanthrene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Anthracene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Di-n-Butylphthalate	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Fluoranthene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Pyrene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Butylbenzylphthalate	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
3,3'-Dichlorobenzidine	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Benzo[a]anthracene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL

FILE: SITE1.W01

SITE 1 WELL EXCAVATION SOIL ANALYSIS

	WCU-11	WCU-1S	WCD-21	WCD-2S	WCD-31	WCD-3S	WCD-41	WCD-4S	WCU-51	WCD-61	WCD-6S	WCD-71	WCD-7S	WCD-81
Chrysene	BDL	BDL	BDL	BDL	BDL	BDL 7100	BDL	149	BDL	BDL	BDL	BDL	BDL	BDL
Bis(2-Ethylhexyl)phthalate	350	920	BDL	BDL	BDL	BDL 260	BDL 210	290	380	BDL	BDL	72	BDL	2100
Di-n-Octyl Phthalate	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Benzo(b)fluoranthene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Benzo(k)fluoranthene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Benzo(a)pyrene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Indeno(1,2,3-cd)pyrene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Dibenzo(a,h)anthracene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Benzo(g,h,i)perylene	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL

03-Oct-90 DATE USED

29-Oct-91 LAST PRINTED

cc. H.L. Schumacher
J.M. Grana

LOWENSTEIN, SANDLER, KOHL, FISHER & BOYLAN

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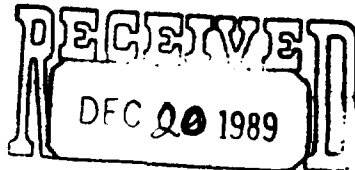
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LAURA R KUNTZ
ROBERT D CHESLER
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LUCINDA P LONG
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MICHAEL A PROKOP
BONNIE K LEVITT
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WALTER A EFFROSS
GEORGIA A McMILLEN
MARC B KRAMER
GARY M WINGENS
STEVEN G WINTERS
CHRISTINE A RANIERI
JAYNE A PRITCHARD
MIRIAM KAHAN BRODY
GWEN J LOURIE
N Y BAR ONLY

ALAN V LOWENSTEIN
RICHARD M SANDLER
BENEDICT M KOHL
ARNOLD FISHER
JOSEPH LEVOW STEINBERG
MATTHEW P BOYLAN
BRUCE D SHOULSON
JOHN R MACKAY 2ND
MARTIN R GOODMAN
JOHN D SCHUPPER
STEPHEN N DERNER
MICHAEL L RODBURG
ALLEN B LEVITHAN
R BARRY STIGER
GREGORY B REILLY
PETER H EHRENBURG

HOWARD S DENBURG
STEVEN B FUERST
THEODORE V WELLS, JR
MICHAEL DORE
GERALD KROVATIN
RICHARD D WILKINSON
ALAN WOVSANIKER
KENNETH J SLUTSKY
DAVID L HARRIS
ZULIMAY V FARBER
WILLIAM P MUNDAY
COLLEEN P KELLY
DANIEL J BARKIN
GEORGE J MAZIN
JAMES STEWART
ROBERT L KRAKOWER

RICHARD P BOEHMER
NORMAN W SPINDEL
OF COUNSEL



December 15, 1989

BY P. T.

James L. Morgan, Esq.
Assistant Attorney General
Environmental Control Division
Office of Attorney General
Springfield, Illinois 62706

Re: Sauget Sites -- Area I
Notice of Intent to Participate
In Negotiations

Dear Mr. Morgan:

You have received or will receive shortly a letter from potentially responsible parties with respect to Area II regarding their notice of intent to participate in negotiations. You will note that our client, Cerro Copper Products Co., has indicated its intention to participate with that group.

With respect to Area I, there was a consensus at the recently held prp meeting that Area II negotiations should proceed ahead of Area I negotiations, in part at least because the prps with respect to Area II have been more definitively identified. Cerro has encouraged Area I prps, both those named by IEPA and those which hopefully in the near future will be named by IEPA, to organize and participate in your invitation to negotiate. The prps at this time are insufficiently identified or otherwise have not indicated an intention to participate sufficiently to be in a position now to commence those negotiations. We

121589ATYMLR183

S118

James L. Morgan, Esq.
Page 2

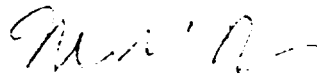
December 15, 1989

tend to concur with the consensus of the last prp meeting that by the time Area II negotiations are well along, perhaps the Area I prp group will be in a position to commence those negotiations.

Cerro does not believe that it would be appropriate to delay negotiations with you and the IEPA with respect to a consent decree for a planned removal of contaminated sediments from Dead Creek Segment A. We would like to commence those discussions as soon as possible. Moreover, if the suggested delay in Area I negotiations is unacceptable to you or IEPA, Cerro is prepared to participate in prp group negotiations for Area I.

Please feel free to call or write regarding any questions you may have as to the foregoing. In particular, we should speak regarding a date for discussions of the planned removal action.

Very truly yours,



Michael L. Rodburg

MLR:vl

cc: Paul E. Takacs, Project Mgr.

Subsurface Soils Site I

Volatiles (13 of 35)

I3 Cl-benzene (12) 130ppm

I9 Toluene (11) 78ppm

Semi-Vols (28 of 65)

I5 TCB (8) 8300ppm

I1 BAP (1) 2.5ppm

I10 BAA (2) 6.7ppm

Pest/PCBs (4 of 26)

I6 Toxaphene (1) 490ppm

I9 DDD (2) 30ppm

I9 DDT (1) 4.3ppm

MONSANTO COMPANY

ALTON & SOUTHERN RAILROAD

CERRO COPPER PRODUCTS

I7/EE-15

DEAD CREEK

I4/EE-13

UTILE A

I12/EE-20

FALLING SPRINGS RD

I3

I10

CERRO PLANT ROAD

I5/EE-14

I9/EE-16

I2

SAUGET CITY HALL

I1/EE-12

I11

I8/EEG-112

NEW QUEENY AVE

G4/EEG-106

G3/EE-11

CERRO COPPER PRODUCTS

DEAD CREEK

Ground Water Site I

EE14 EE16 EE12

Volatiles

Clbenzene	3.1	0.6	0.3
Benz	1.4	0.6	0.05
TCE	0.5	-	-
TOL	0.2	0.7	-

Semi-Vols

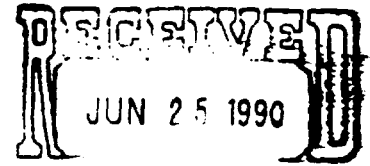
Phenol	1.8	0.08	-
Clanil	8.3	9.6	0.1
Dclbenz	0.9	0.1	0.6
PCP	2.4	0.06	-
Triclbenz	2.7	-	-

XX PT

THE AVENDT GROUP, INC.

ENVIRONMENTAL MANAGEMENT CONSULTANTS

June 20, 1990



E & E AFFAIRS

Mr. Joseph M. Grana
Manager of Environmental Affairs
Cerro Copper Products Company
Post Office Box 66800
St. Louis, MO 63166-6800

Dear Mr. Grana:

Thank you for your letter of June 6, 1990. The Avendt Group, Inc., will send personnel from our Flint office to your facility the week of June 25, 1990, to install the dedicated sampling equipment in the remaining eight (8) shallow wells, eight (8) intermediate wells, and one (1) deep well on the Site I portion of the Dead Creek study area, as we agreed upon.

We hope this information agrees with your understanding, and we look forward to continuing assistance to Cerro Copper Products Company on this important project in the future.

Very truly yours,

THE AVENDT GROUP, INC.

Mark W. Keyes
Environmental Scientist

Ivan A. Cooper, P.E.
Regional Vice-President

IAC:j

cc: Michael Rodburg, Esq., Lowenstein Sandler, et al
Frank J. Burke, The Marmon Group, Inc.

111



CERRO COPPER PRODUCTS CO.

P.O. Box 66800
St. Louis, MO 63166-6800
618/337-6000

Summary

June 6, 1990

Mr. Mark Keyes
The Avendt Group, Inc.
432 N. Saginaw St.
3rd Floor
Flint, MI 48502

RE: Groundwater Monitoring Wells

Dear Mark:

This letter is written to confirm our conversation of June 5, 1990 concerning the eight groundwater wells to be installed in what is considered Sauget Sites, Area I - Site I.

All the wells have been dug and 7 of 8 of the deep wells have been installed. The work remaining to be completed is the installation of 1 deep well, 8 medium depth wells and 8 shallow depth wells. You indicated that all material for the remaining well installations are on site.

Cerro would like to have the remaining wells installed and you have indicated that the week of June 18, 1990 would be the time that your crew would do the installation. You indicated it would take 2 or 3 days for the well installation.

Cerro does not wish to begin sampling of the wells at this time. Additionally when Cerro plans to begin sampling, we will most likely go out for bid on this phase of the project. The Avendt Group will definitely be considered a candidate for this phase of the project. A price proposal will be requested later this year.

Thank you for your assistance.

Very truly yours,

CERRO COPPER PRODUCTS CO.

Joseph M. Grana

Joseph M. Grana
Manager of Environmental
and Energy Affairs

JMG/ge

cc: H. L. Schweich
P. Tandle
R. Avendt
M. Rodburg

 A member of The Marmon Group of companies

S125



CERRO COPPER PRODUCTS CO.

P.O. Box 66200

St. Louis, MO 63166-6600

618/337-6000

FAX: (618) 337-7273

FACSIMILE TRANSMISSION COVER SHEET

DATE: 3-28-90

TIME: 11:15 AM

TO: Jay Stewart

FROM: Paul Tangles

FAX NO.: _____

NUMBER PAGES
INCLUDING
COVER SHEET: 4

MESSAGE (if any):

PLEASE CALL (618) 337-6000 - EXT. 209 IF THERE ARE
ANY PROBLEMS WITH THIS TRANSMISSION.

333
SEARCH

333 A member of The Marmon Group of companies

S126

THIS INDENTURE WITNESSETH, THAT THE GRANTORS
HAROLD WAGGONER, a widower,

BOOK 2126 PAGE 4

FILED FOR RECORD
IN THE RECORDER'S OFFICE

1968 JUN 13 PM 3:14
BOOK 2126 PAGE 4
RECORDED

of the City of Collinsville, County of Madison,
and State of Illinois, for and in consideration of the sum of
Ten and no/100 - - - - - DOLLARS,
and other good and valuable consideration
in hand paid, Convey, S. and Warrant, S. to

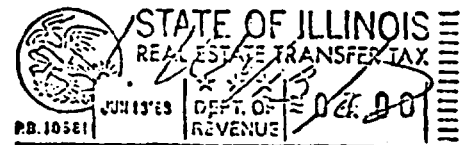
CERRO CORPORATION, a New York corporation,

of the Village of Sauget, County of St. Clair and State of Illinois
the following described Real Estate, to-wit:

①
Lots 1, 2 and 3 in Block No. 1 of "SUBDIVISION OF PART OF LOTS 125F
AND ALL OF LOT 125G OF THE SUBD. OF PART OF LOT 125 OF THE COMMONFIELDS OF CAHOZIA
ST. CLAIR CO. ILL."; reference being had to the plat thereof recorded in the
Recorder's Office of St. Clair County, Illinois, in Book of Plats 29 on Page 47;

200
553

ST. CLAIR
CO. NO. 002
007356



situated in the County of St. Clair, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of this State

Dated this 13th day of June, A. D. 1968

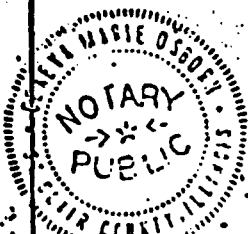
(SEAL)

(Harold Waggoner)

(SEAL)

STATE OF ILLINOIS
County of St. Clair

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY
HAROLD WAGGONER, a widower,



personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, delivered the said instrument as his free and voluntary act, for the purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal, this 13th day of June, A. D. 1968

Marie Osborn
Notary Public

S127

MAIL SUBSEQUENT TAX BILLS TO

ADDRESS OF PROPERTY

THIS INSTRUMENT WITNESSETH, THAT THE GRANTOR

LILLIE MIFFLIN, widow of George

BOOK 2071 PAGE 149

FILED FOR RECORD
IN THE RECORDER'S OFFICE

Roscoe Mifflin, deceased, and not since remarried,

1967 JUL -5 PM 1:1

BOOK 2071 PAGE 149

RECORDED

of the City of East St. Louis County of St. Clair

and State of Illinois for and in consideration of the sum of

One Dollar (\$1.00) and other good and valuable DOLLARS, considerations

In hand paid, Convey and Warrant to

CERRO CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of New York, and duly licensed to do business in the State of Illinois,

of the _____ County of St. Clair and State of Illinois
the following described Real Estate, to-wit:

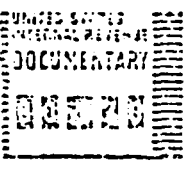
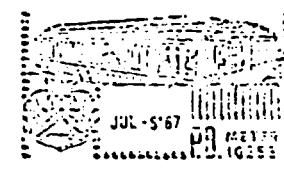
Lots Numbered Four (4), Five (5) and Six (6) in Block Numbered One (1) of the "SUBDIVISION OF PART OF LOTS 125-F AND ALL OF LOT 125 OF THE SUBD. OF PART OF LOT 125 OF THE COMMONFIELDS OF CAHOKIA, ST. CLAIR CO. ILL."; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "29" on page 47;

8

10-C
553

[Handwritten signature]

013242



situated in the _____ County of St. Clair, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of this State.

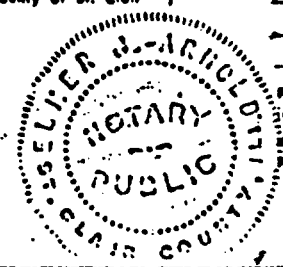
Grantee herein hereby assumes and agrees to pay the general taxes for the year 1967 and thereafter.

Dated this 31st day of July A. D. 1967

(SEAL) Lillie Mifflin (SEAL)

(SEAL) _____ (SEAL)

STATE OF ILLINOIS }
County of St. Clair }
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Lillie Mifflin, widow of George Roscoe Mifflin, deceased, and not since remarried,



personally known to me to be the same person whose name is are subscribed to the foregoing instrument, executed before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal, this 31st day of July

S128

ADDRESS OF PROPERTY

MAIL SUBJECT: TAX BILLS TO

PLAN OF LOTS 1, 2, 3, 4, 5, 6

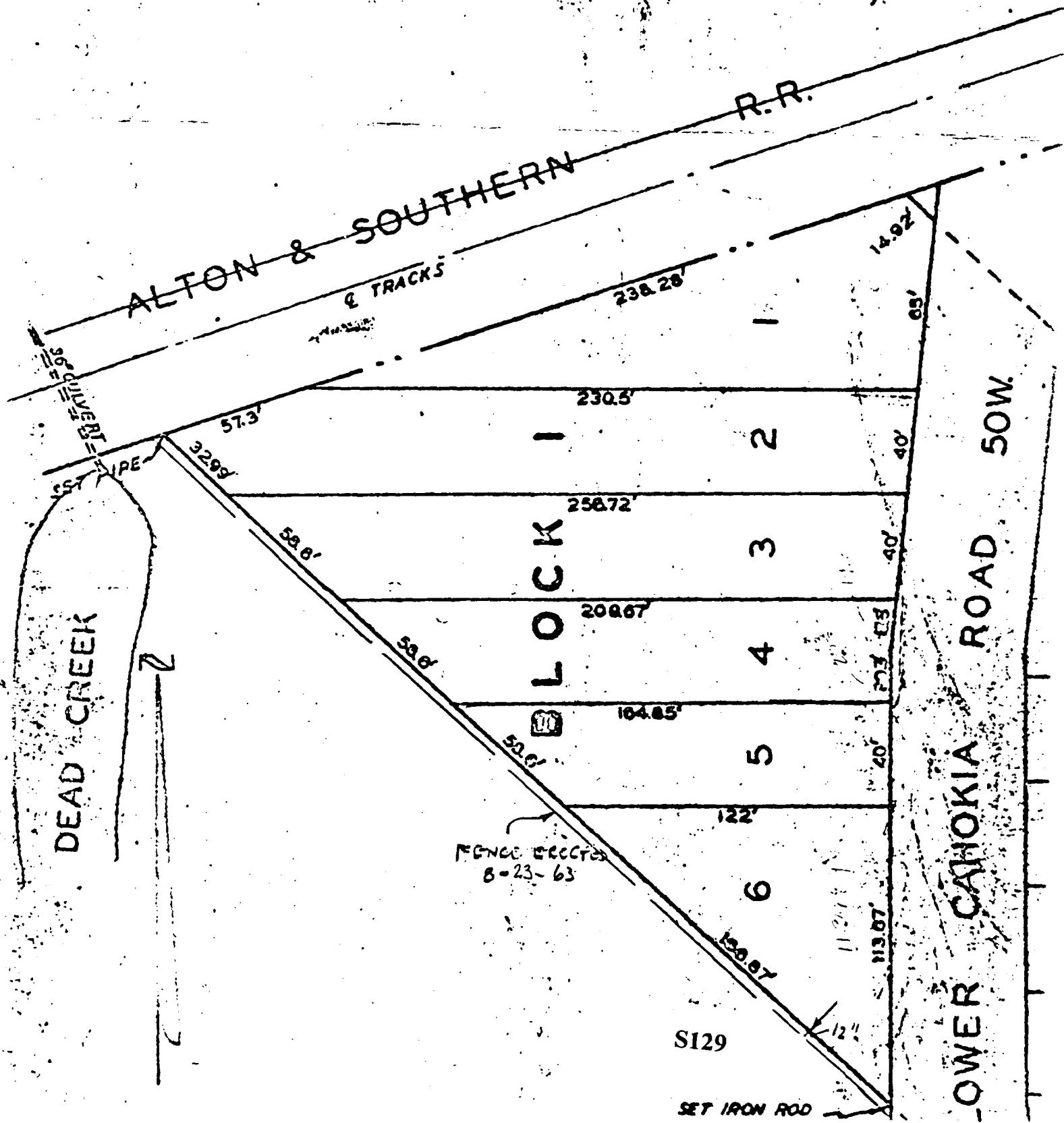
SUBDIVISION OF

PART OF LOT 125F & ALL OF LOT 125G OF
THE SUBDIVISION OF PART OF LOT 125 OF
THE COMMONFIELDS OF CAHOKIA
VILLAGE OF MONSANTO, ST. CLAIR COUNTY, ILLINOIS

RICHARD E. WEINEL, I.L.S.
9800 MARK TRAIL
EAST ST. LOUIS, ILLINOIS

SCALE: 1"=50'

MAR. 30, 1962



THIS INDENTURE WITNESSETH, THAT THE GRANTORS
HAROLD WAGGONER, a widower,

BOOK 2126 PAGE 4

FILED FOR RECORD
IN THE RECORDS

1968 JUN 13 PM 3:11
BOOK 2126 PAGE
RECORDED

of the City of Collinsville, County of Madison,
and State of Illinois, for and in consideration of the sum of
Ten and no/100 - - - - - DOLLARS,
and other good and valuable consideration
in hand paid, Convey S and Warrant S to

CERRO CORPORATION, a New York corporation,

of the Village of Sauget, County of St. Clair and State of Illinois
the following described Real Estate, to-wit:

Lots 1, 2 and 3 in Block No. 1 of "SUBDIVISION OF PART OF LOTS 125F
AND ALL OF LOT 125G OF THE SUBD. OF PART OF LOT 125 OF THE COMMONFIELDS OF CANOKIA
ST. CLAIR CO. ILL."; reference being had to the plat thereof recorded in the
Recorder's Office of St. Clair County, Illinois, in Book of Plats 29 on Page 47;

20C
553

ST. CLAIR
CO. NO. 002
007356

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
JUN 13 '68
DEPT. OF REVENUE
P.D. 10581

situated in the _____ County of St. Clair, in the State
Illinois; hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of this State

Dated this 13th day of June, A. D. 1968

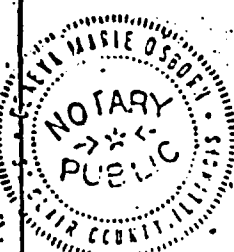
(SEAL)

(Harold Waggoner)

(SEAL)

STATE OF ILLINOIS)
County of St. Clair)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY
HAROLD WAGGONER, a widower,



personally known to me to be the same person whose name is subscribed to the for
instrument, appeared before me this day in person, and acknowledged that he signed, sealed
delivered the said instrument as his free and voluntary act, for the use
purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal, this 13th day of June, A. D. 1968

Marie Osborn
Notary Public

S130

LILLIE MIFFLIN, widow of George

BOOK 2071 PAGE 149

FILED FOR RECORD IN THE RECORDER'S OFFICE

Roscoe Mifflin, deceased, and not since remarried,

1967 JUL -5 PM 1:1

BOOK 2071 PAGE 1

RECORDED

of the City of East St. Louis County of St. Clair

and State of Illinois for and in consideration of the sum of

One Dollar (\$1.00) and other good and valuable considerations

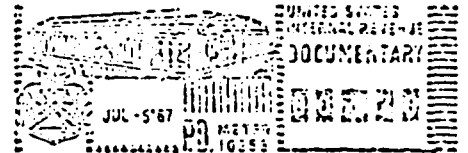
In hand paid, Convey and Warrant to

CERRO CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of New York, and duly licensed to do business in the State of Illinois,

of the County of St. Clair and State of Illinois the following described Real Estate, to-wit:

Lots Numbered Four (4), Five (5) and Six (6) in Block Numbered One (1) of the "SUBDIVISION OF PART OF LOTS 125-F AND ALL OF LOT 125 OF THE SUBD. OF PART OF LOT 125 OF THE COMMONFIELDS OF CAHOKIA, ST. CLAIR CO. ILL."; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "29" on page 47;

013212



situated in the County of St. Clair, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of this State.

Grantee herein hereby assumes and agrees to pay the general taxes for the year 1967 and thereafter.

Dated this 31st day of July, A. D. 1967

(SEAL)

Lillie Mifflin

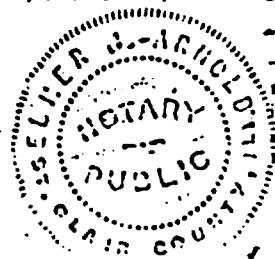
(SEAL)

(SEAL)

(SEAL)

STATE OF ILLINOIS

County of St. Clair



I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Lillie Mifflin, widow of George Roscoe Mifflin, deceased, and not since remarried,

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act and deed for the purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal, this 31st day of July

S131

ADDRESS OF PROPERTY

PLAT OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

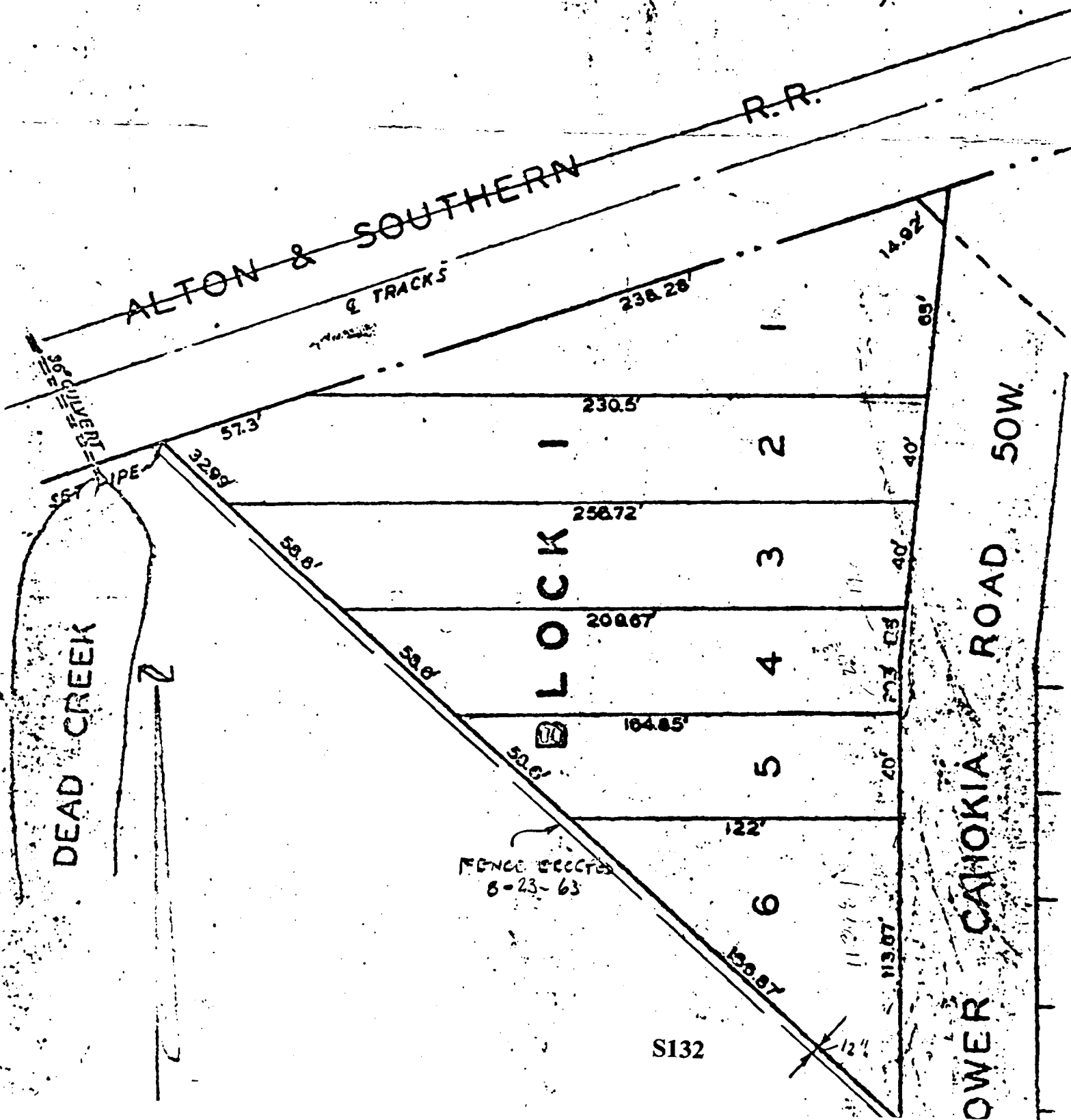
SUBDIVISION OF

PART OF LOT 125F & ALL OF LOT 125G OF
THE SUBDIVISION OF PART OF LOT 125 OF
THE COMMONFIELDS OF CAHOKIA
VILLAGE OF MONSANTO, ST. CLAIR COUNTY, ILLINOIS

RICHARD E. WEINEL, I.L.S.
9800 MARK TRAIL
EAST ST. LOUIS, ILLINOIS

SCALE: 1"=50'

MAR. 30, 1962



THURSDAY, DECEMBER 10, 1992

EPA Is Drilling For Samples Of Industrial Contaminants

By Robert Goodrich
Of the Post-Dispatch Staff

Drilling rigs are going up in Sauget, but they're not searching for Uncle Jed's Texas tea.

They're testing for poison.

An Illinois Environmental Protection Agency drilling crew pulled soil samples from as deep as 20 feet below the surface of Sauget Tuesday, checking for old industrial contaminants.

The site, near the village park on Ogden Avenue just north of Queeny Avenue, is one of 16 in the area being checked for pollution.

Millions of dollars are being spent to clean up some other sites, but J. Stanley Black, an analyst for the Illinois EPA, said no one knows whether this one, called "Site K," is polluted.

Agency officials suspect pollution because aerial photos from the early 1970s show the site was once a pond.

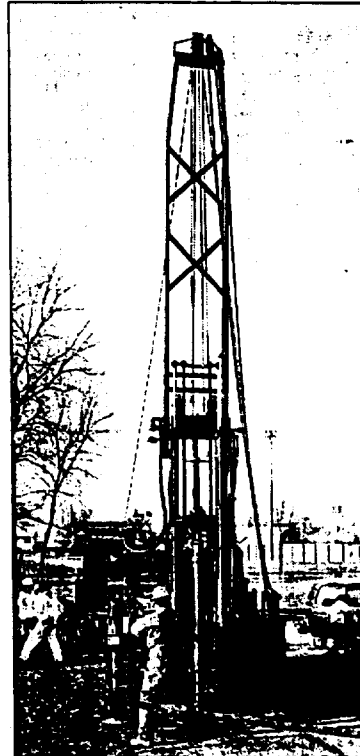
"We do know that the site was filled over a period of years," Black said. "Demolition debris may have been used as fill. If you've got a site in an industrial area, you never know what went in," he explained.

He passed out leaflets to neighboring residents to explain that the drilling and sampling were no cause for alarm or for avoiding the village park.

"The surface is not a matter of real concern," Black said. "We're looking deeper."

Mayor Paul Sauget dropped by as the crew punched a hole next to the park fence. In salty language, he declared the operation a waste of time and taxpayer's money.

See DRILLING, Page 4



Scott Dine/Post-Dispatch

TOP: Illinois environmental technicians drilling for soil samples in Sauget. LEFT: Workers recording data. They are (left to right) Sheila Murphy, project manager, Sherry Oto, Kim Nika and Ken Corkill.

Drilling

From page one

Unoffended, Black said he hoped that the mayor was correct in his belief that nothing harmful would be found. But he said it would be worth the cost of sampling to know that.

The drilling crew turned up nothing alarming in its first few drillings. The crew examined samples visually and with a hand-held monitor used to sniff for evidence of chemical solvents or petroleum products. More testing will be done in a laboratory, Black said.

Ground pollution would not necessarily mean there was illegal dumping or even carelessness, Black said.

For example, coal tar from old coal-

fired municipal utility plants was not considered a contaminant in the days when they were operating.

"Now, literally 100 years later, we're dealing with that legacy," Black said. Illinois is working to clean up 86 coal tar sites.

Polychlorinated biphenyls (PCBs) also were once thought harmless. Now, they are considered a likely cause of cancer.

Black said each of the 16 area sites being examined by the Illinois EPA would be worked on in stages.

Hazardous waste from local industries was dumped at a dozen sites on six segments of nearby Dead Creek,

beginning almost a century ago and continuing into the 1970s.

The Illinois EPA's primary concern is movement of contaminated ground water toward the Mississippi River.

Contaminants include heavy metals, chlorobenzene, pesticides, PCBs and dioxins.

Two years ago, Cerro Copper Products Co. agreed to spend \$12 million to remove about 25,000 cubic yards of contaminated soil from one segment of Dead Creek.

In March, Cerro Copper sued Monsanto Co. and one of its subsidiaries in U.S. District Court in East St. Louis for \$12.8 million.

The site is one of 16 in the area being checked for pollution.



State of Illinois

ENVIRONMENTAL PROTECTION AGENCY

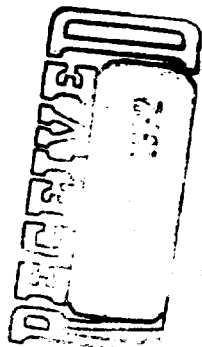
cc: JMB
RLLS

M.R.
I
Dover 8/701

Mary A. Gade, Director

2200 Churchill Road, Springfield, IL 62794-9276

ANNOUNCEMENT OF PLANNED ENVIRONMENTAL SAMPLING ACTIVITY AT SAUGET "SITE K" ON DECEMBER 8 & 9, 1992 BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA)



As a routine part of the ongoing investigation of possible environmental problem-sites in the Sauget and Cahokia area (known as the "Sauget Sites"), on Tuesday and Wednesday, December 8 & 9, 1992, a team of environmental specialists from the Illinois Environmental Protection Agency (IEPA) will be collecting samples of soil from an area of Sauget, Illinois east of Falling Springs Road and north of a residential area on Queeny Avenue (known as "Site K" and "Yvonne Sauget Trust" in the Sauget Sites environmental investigation). (SEE ATTACHED MAP)

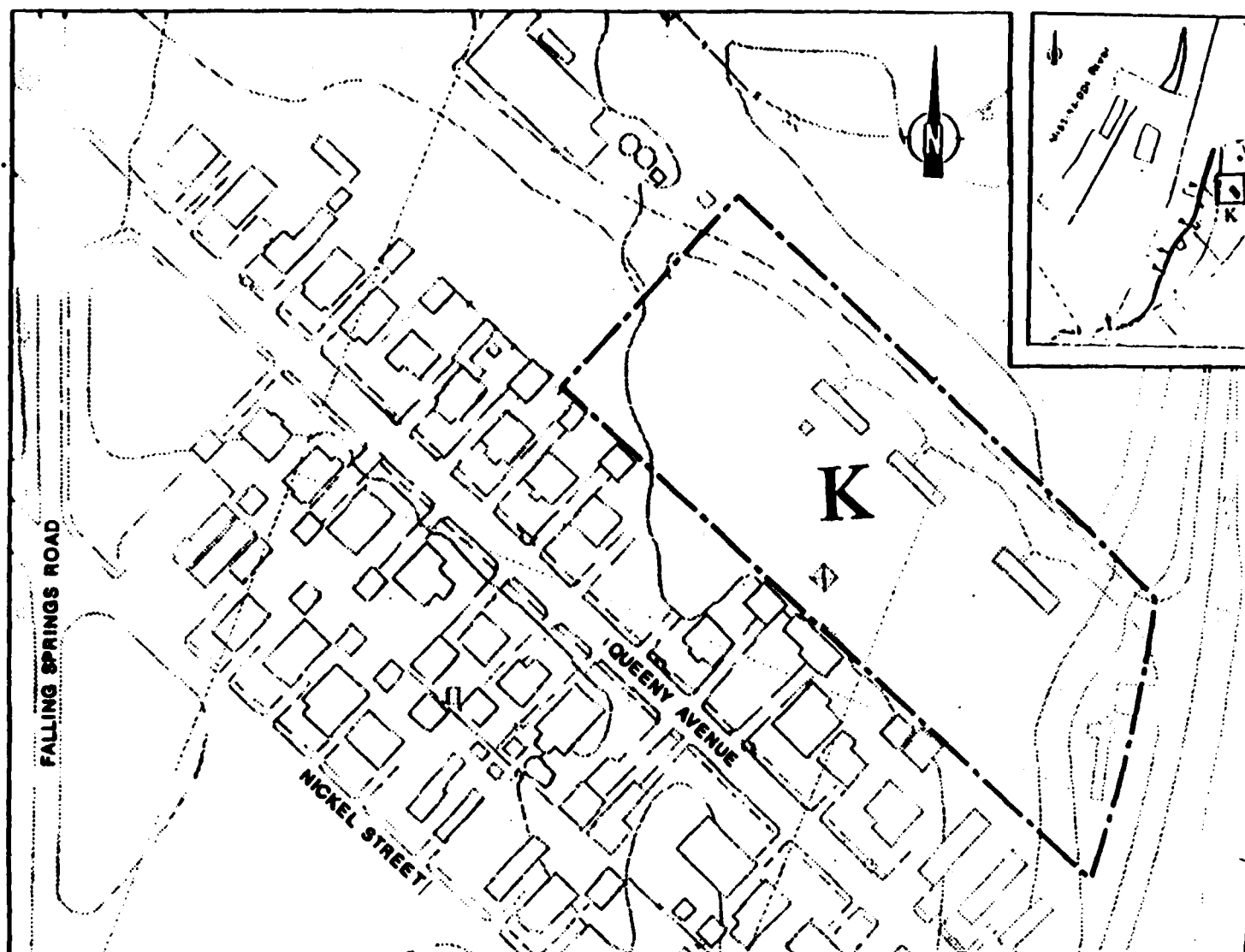
This long-planned follow-up site-investigation is expected to last two days, while the team collects samples of surface soils and an IEPA drill-rig collects samples from deeper soil-borings. This is the second look at Site K, following a 1988 IEPA study at the site, which suggested that some of the fill material deep beneath the present surface might contain some chemical contaminants. Since the 1988 study, 5 to 6 feet of fill material has been added to the site. The IEPA has no evidence at this time of any contamination of present surface soils at Site K.

IEPA is making this announcement in an effort to inform local officials, nearby residents, and local news bureaus of the planned sampling and to avoid misunderstandings when the sampling team appears at the site. Some of the sampling activities have a routine requirement that team members wear protective gear to avoid contact with possibly contaminated soils from below-ground. However, the required use of such gear by sampling-team members does not indicate any danger to the general public.

Any questions about the current sampling, or about other aspects of IEPA's environmental investigations of the Sauget Sites can be directed to:

Stan Black
Office of Community Relations
Illinois E.P.A.
P.O. Box 19276
Springfield, Illinois 62794-9276

Phone: 217/785-1427



SOURCE: Ecology and Environment, Inc., 1988.



FIGURE 2-7 SITE FEATURES MAP, SITE K

Sauget companies on list to pay for waste cleanup

By KEITH BRUMLEY
News-Democrat

SAUGET — More than 30 companies and individuals have been targeted by the state to help pay for the cleanup of the Dead Creek industrial waste site.

Among those listed are several Sauget companies, including Monsanto Chemical Co., Cerro Copper Products Co., Big River Zinc Corp., Sterling Steel Casting Co. and Ethyl Petroleum Additives Inc.

Also listed is the Village of Sauget and individual landowners and trustees for deceased landowners, some from as far away as New York.

Monsanto and Sauget Mayor Paul Sauget were named because both formerly operated dumps near the Mississippi River.

In a highly publicized agreement this month, Cerro became the first party to reach an out-of-court settlement to clean up part of Dead Creek on Cerro property. The \$12 million cost of Cerro's share of the cleanup includes part of the cost of a state investigation into the extent of the pollution. The settlement frees

Cerro from further liability.

The Illinois Attorney General's Office is negotiating with Monsanto and with two other groups of companies and individuals for further cleanup of the site.

Letters sent to those cited ask for cooperation in cleanup efforts and ask for copies of shipping and other records that would help investigators to identify others responsible for the pollution.

Assistant Attorney General Christine Zeman said work of identifying other responsible parties is made harder because some of the companies that formerly contributed to the pollution are no longer in business. She said in many cases records also are haphazard or nonexistent, partly because companies commonly buried industrial waste.

Dead Creek runs through Sauget and Cahokia. Industries and residents regularly dumped chemicals and trash into the creek from about 1910 through the 1960s.

See CLEANUP/3A

Cleanup

Continued from 1A

The Illinois Environmental Protection Agency has identified a variety of ground and groundwater contaminants, including dioxin, and has targeted the two areas where the pollution is greatest for cleanup.

IEPA Dead Creek project manager Paul Takacs said he doesn't know how long a cleanup will take or what the final cost will be. He said IEPA does not have a cleanup timetable. Takacs said a satisfactory cleanup can be done with existing technology.

Much of the Dead Creek bed is outside of the designated cleanup areas, which Takacs said include only the areas of heaviest pollution.

The easternmost area includes parts of the Dead Creek bed and two chemical landfills. The other area borders the Mississippi and includes the Monsanto and Paul Sauget landfills and the former treatment lagoon for the old Sauget sewage treatment plant.

General superintendent of environmental affairs Max McCombs acknowledged Monsanto's responsibility and willingness to clean up the landfill.

"It was a Monsanto landfill. The materials there are Monsanto's. We're going to take responsibility for making that area safe," McCombs said.

Village Attorney Harold Baker said Sauget is asking industries that contributed to the pollution to pay to clean up the lagoon.

Under federal law, current and former landowners and those who manufacture, treat or dispose of hazardous materials should pay for cleanup.

Attorney General Neil Hartigan earlier this month called Dead Creek the most polluted site in Illinois and said a cleanup of the creek is a top priority. State officials have said that even a partial cleanup could take years.

Illinois has tried unsuccessfully to get Dead Creek placed on the federal Superfund site list.

The following is a list of companies and individuals the attorney general's office has identified as those the state is trying to get included in the costs of the Dead Creek cleanup:

- Fred and Louise Leyhe, St. Louis
- Cerro Copper Products Co., Sauget
- Stanley Krietman, New York
- Richard M. Cohen, Los Angeles
- Morris Weissman, New York
- Midwestern Rubber Reclaiming Inc., Sauget
- Monsanto Chemical Co., Sauget
- Wiese Planning and Engineering Inc., Sauget
- Moto Inc., St. Louis
- Browning-Ferris Industries Inc. of St. Louis
- Sterling Steel Casting Co., Sauget
- William Shive, Effingham
- Big River Zinc Corp., Sauget
- Mobil Oil Corp., Chicago
- Rogers Cartage Co., Chicago
- Ethyl Petroleum Additives Inc., Sauget
- Donald Elsaesser, St. Louis
- Russell Richardson, Belleville
- Village of Sauget
- Byron Cave, McPheeters & Roberts, St. Louis
- Rahn Transport Corp., Des Moines, Iowa
- James D. Tolbird, Cahokia
- Illinois State Trust Co., Belleville
- Tony L. Lechner, St. Louis
- Sauget Mayor Paul Sauget
- Albert Lauman III, Cahokia
- Andrew Hinkins, Sauget
- Mineweld Inc., Cahokia
- Robert A. Clarkson, Cahokia
- Rose Stillman, Cahokia
- Thomas Owen, Cahokia

Area
PCE

S135



CERRO COPPER PRODUCTS CO.

P.O. Box 66800
St. Louis, MO 63166-6800
618/337-6000

July 27, 1990

Mr. Richard J. Kissel, Esq.
Gardner, Carton & Douglas
321 N. Clark Street
Chicago, IL 60610

Dear Dick:

Pursuant to our recent conversation concerning the status of the Sauget Sites-Area I discussions with the IEPA and Attorney General's Office I am enclosing Mike Rodburg's letter to Jim Morgan.

The subject and general sense of the letter was discussed during meetings of interested parties in person and by phone.

You are, of course, encouraged to attend future meetings to remain informed about these activities.

Best regards,

Yours very truly,

CERRO COPPER PRODUCTS CO.

A handwritten signature in dark ink, appearing to read "Paul Tandler", is written over the company name.

Paul Tandler
Vice President

PT/ge

Enclosure

cc: M. Rodburg, Esq. - no encl.
S. Krchma, Esq. - Monsanto Company - no encl.
File

bcc: H. L. Schweich
J. M. Grana
File



A member of The Marmon Group of companies

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CERRO COPPER PRODUCTS CO.

P.O. Box 62200
St. Louis, MO 63166-6200
618/337-6000

FAX: (618) 337-7273

FACSIMILE TRANSMISSION COVER SHEET

DATE: 7-27-90

TIME: _____

TO: Richard J. Fessel

FROM: Paul Tander

FAX NO.: _____

NUMBER PAGES
INCLUDING
COVER SHEET: 4

MESSAGE (if any):

PLEASE CALL (618) 337-6000 - EXT. 209 IF THERE ARE
ANY PROBLEMS WITH THIS TRANSMISSION.

CERRO COPPER PRODUCTS CO.

Other Addressees

P. Tandler
R. Avendt

Area I File

INTERNAL MEMORANDUM

File

To: J. Burroughs

Date: July 23, 1990

From: J. M. Grana

Subject: Site I Monitoring Wells

Please perform the following activities:

a. Install guards around the groundwater monitoring wells to prevent damage to the wells. The wells to the west of the railroad tracks only need 2" metal posts. However the two wells in the truck parking lot will require the concrete posts. Check with Bob Deatherage, he might have already begun work on these wells.

b. Pump standing water in the wells and determine a method to waterproof the wells using some type of seal to prevent additional water from entering the wells.

c. Draft a letter to the Sauget Fire Department requesting that they not test their hoses over Well-5. This situation was observed on June 26, 1990 by Avendt personnel.

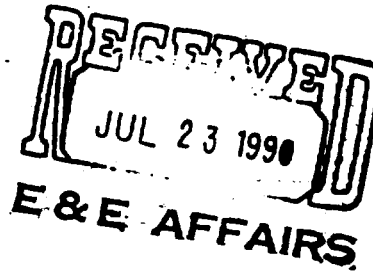
JMG

THE AVENDT GROUP, INC.

ENVIRONMENTAL MANAGEMENT CONSULTANTS

July 19, 1990

XC: P. Tandler
R. Avendt
Avendt for



Mr. Joseph M. Grana
Manager of Environmental Affairs
Cerro Copper Products Company
Post Office Box 66800
St. Louis, MO 63166-6800

RE: Installation of Well Wizard Monitoring Equipment
Cerro Sauget Site I Investigation

Dear Mr. Grana:

The Avendt Group, Inc., completed the installation of the Well Wizard groundwater monitoring equipment for the Cerro Sauget, Site I Investigation. The monitoring equipment was tested after installation to verify its performance. The results of each tests indicated the monitoring equipment performed its intended function. Enclosed please find a summary of events documenting this task.

1.0 SCOPE OF WORK

The Avendt Group, Inc. (AGI), was retained by Cerro Copper Products to install Well Wizard groundwater monitoring equipment for the Sauget, Illinois facility, Site I investigation. The work was performed by AGI staff from the Flint office under the project management of Ivan Cooper.

2.0 SUMMARY

Eight (8) well clusters were installed under AGI supervision in September, 1989, to be utilized in the Site I investigation. Dedicated sampling equipment was purchased for the eight (8) deep wells and eight (8) intermediate wells. Seven (7) of the deep wells and one (1) of the intermediate wells were installed with the dedicated monitoring equipment on February 15, 1990 (refer to Table 1). The monitoring pump fitting for Well Cluster Up - 1 Deep (WCD-1D) failed during installation and was returned to QED for repairs.



A member of The Marmon Group of companies

S139

Mr. Joe Grana
July 19, 1990
Page Two

On June 25 and 26, 1990, AGI personnel returned to the Cerro Sauget facility to install the remaining dedicated monitoring equipment in the one (1) deep well; seven (7) intermediate wells; and seven (7) shallow wells. The monitoring equipment for the seven shallow wells was constructed on-site prior to installation. Measurements of the seven (7) shallow wells were conducted to accurately identify well depths and the screened interval of each well (refer to Table 2).

After all of the monitoring pumps were installed in the wells, a test was conducted to verify that each pump was functioning properly. A portable generator and pump control unit was purchased for the sampling from QED. All of the monitoring pumps were tested on June 26, 1990, and each pump was capable of providing a water sample from its designated well.

During the installation of the monitoring equipment on June 25 and 26, 1990, several observations were noted in regards to the well clusters.

An initial walk-through of the Site I area was conducted upon arrival to the facility and seven (7) of the eight (8) well clusters were visible. Well Cluster Down - 3 (WCD-3) was covered by approximately one foot of soil.

The six (6) down gradient wells had a spray painted number on the concrete skirt surrounding the manhole cover. The numbers did not correspond to the actual well cluster identification numbers.

Well Cluster Up - 5 (WCU-5) was covered by a parked trailer.

Water was observed in the concrete cylinder that protects each well cluster. The water apparently enters from the manhole cover. No seal was found beneath the manhole covers to prevent water from entering. Each of the clusters had standing water within the concrete cylinders. In well clusters WCD-2; WCD-3; WCD-4; and WCU-5 the standing water was above the top of the wells and had to be bailed out prior to installation of the monitoring equipment. The wells covered by water were capped by a locking well cap. Water levels within the capped wells were approximately eight feet below grade indicating the water in the cylinder had not entered the wells.

Mr. Joe Grana
July 19, 1990
Page Three

On June 26, 1990, the Fire Station adjacent to the Cerro facility was testing hoses on their property. The Fire Department sprayed water was on the parked trailers on and around WCU-5. We suspect there was an additive in the water which produced a slight foam and sheen in the puddles around WCU-5.

3.0 CONCLUSIONS

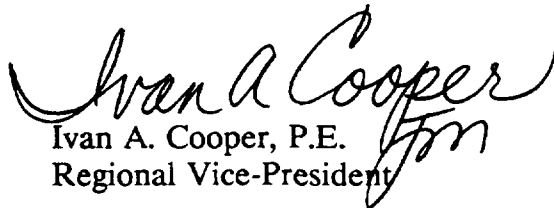
AGI completed installation of well monitoring equipment and verified the performance of the equipment. Additionally, AGI makes the following recommendations:

- Install guards or fencing around the well clusters to identify the well's presence and to prevent accidental damage to the wells.
- Pump existing water from within each of the concrete cylinders which protects each well.
- Add a waterproof seal between the manhole cover and the concrete cylinder to prevent additional water from entering each cylinder.
- Request that the local fire department not test their hoses over WCU-5 or any other well installation.

Thank you for the opportunity of providing these services to you. Should you have any questions or require further information, please do not hesitate to contact our office.

Sincerely,

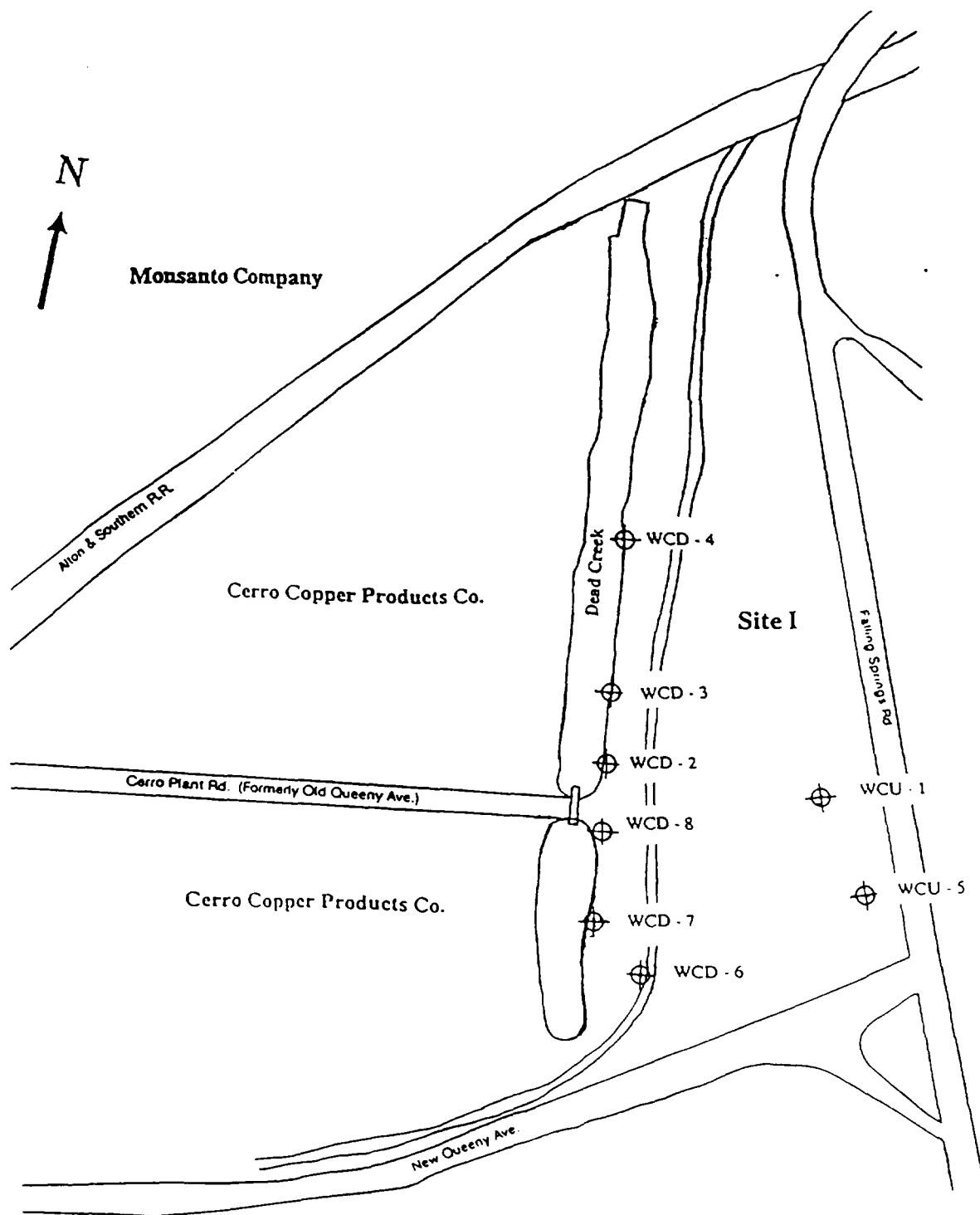
THE AVENDT GROUP, INC.


Ivan A. Cooper, P.E.
Regional Vice-President

IAC:j

cc: Michael Rodburg, Esquire
Lowenstein, Sandler, Kohl, Fisher & Boylan

MWK:j



THE AVENDT GROUP, INC.

ENVIRONMENTAL MANAGEMENT CONSULTANTS

TITLE: CERRO COPPER PRODUCTS
SAUGET, ILLINOIS
SITE INVESTIGATION

DATE: 7/11/90

DRAWN BY: PAUL OBERLEE

SCALE: NOT TO SCALE

REVISED: P.J.O.

APPROVED BY: M.W.KEYES

DRAWING NUMBER:
FIGURE 1

JOB NUMBER:
88001-02

TABLE 1
WELL WIZARD MONITORING EQUIPMENT
DATE INSTALLED
SITE I INVESTIGATION
CERRO COPPER PRODUCTS
SAUGET, ILLINOIS

WELL CLUSTER ID. NO.	SHALLOW	INTERMEDIATE	DEEP
WCU-1	6/26/90	2/15/90	6/26/90
WCD-2	6/25/90	6/25/90	2/15/90
WCD-3	6/25/90	6/25/90	2/15/90
WCD-4	6/25/90	6/25/90	2/15/90
WCU-5	6/26/90	6/26/90	2/15/90
WCD-6	6/26/90	6/26/90	2/15/90
WCD-7	6/26/90	6/26/90	2/15/90
WCD-8	6/26/90	6/26/90	2/15/90

* The monitoring equipment for WCU-1 Deep was damaged during installation and returned to QED for repairs.

TABLE 2
SHALLOW WELL MEASUREMENTS
SITE I INVESTIGATION
CERRO COPPER PRODUCTS
SAUGET ILLINOIS

SHALLOW WELL ID. NO.	WELL DEPTH	SCREENED INTERVAL	MONITORING EQUIPMENT LENGTH
WCU-1	29.375 ft	10 ft	25.708 ft
WCD-2	23.792 ft	10 ft	19.125 ft
WCD-3	23.875 ft	10 ft	19.208 ft
WCD-4	24.792 ft	10 ft	20.125 ft
WCD-5	*		
WCD-6	23.375 ft	10 ft	18.708 ft
WCD-7	23.542 ft	10 ft	18.875 ft
WCD-8	24.042 ft	10 ft	19.375 ft

* WCU-5 does not have a shallow well



Photo 1: Well Cluster Up - 1(WCU - 1)
Note the broken skirt surrounding the
concrete cylinder

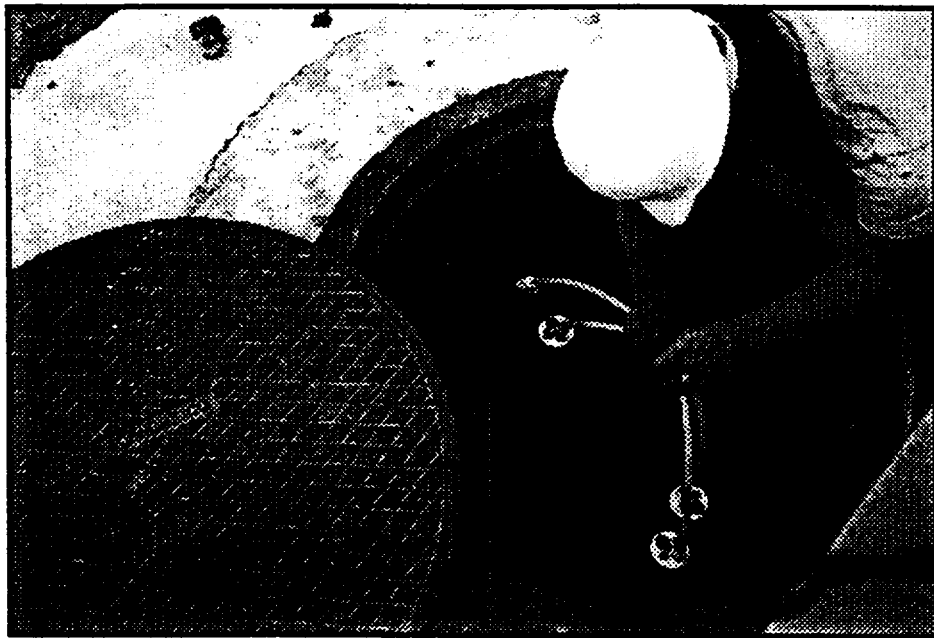


Photo 2: Well Cluster Down - 2 (WCD - 2)



Photo 3: Well Cluster Down - 3 (WCD - 3)
After removing soil covering

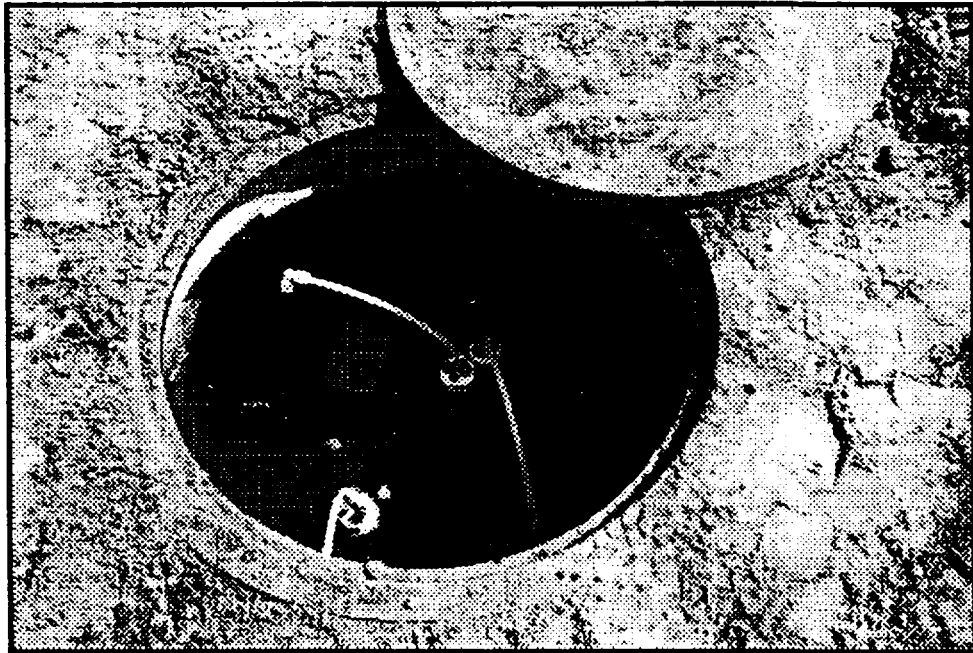


Photo 4: Well Cluster Down - 3 (WCD - 3)

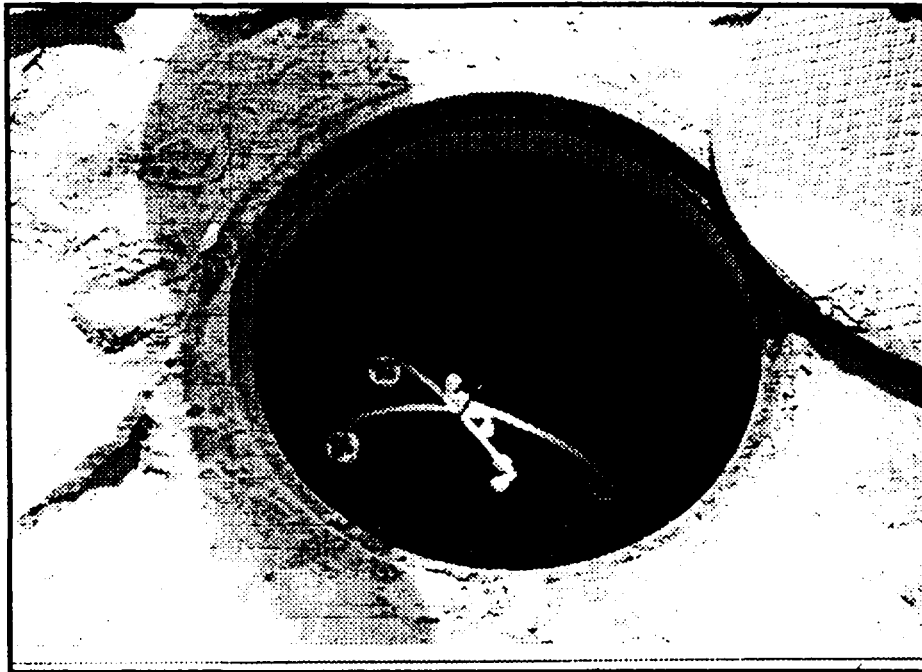


Photo 5: Well Cluster Down - 4 (WCD - 4)

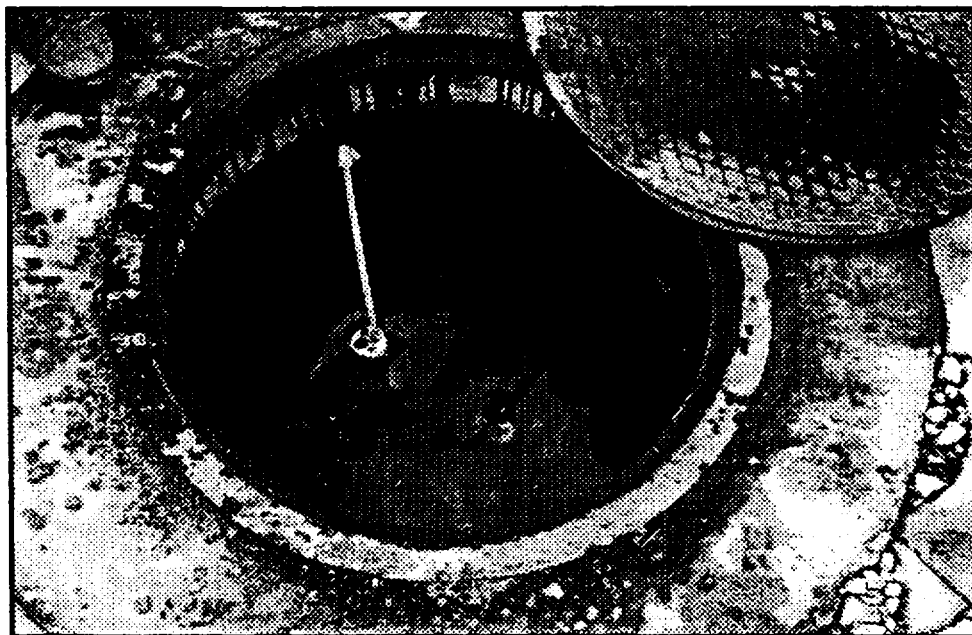


Photo 6: Well Cluster Up - 5 (WCU - 5)
Note water level above the locked well cap

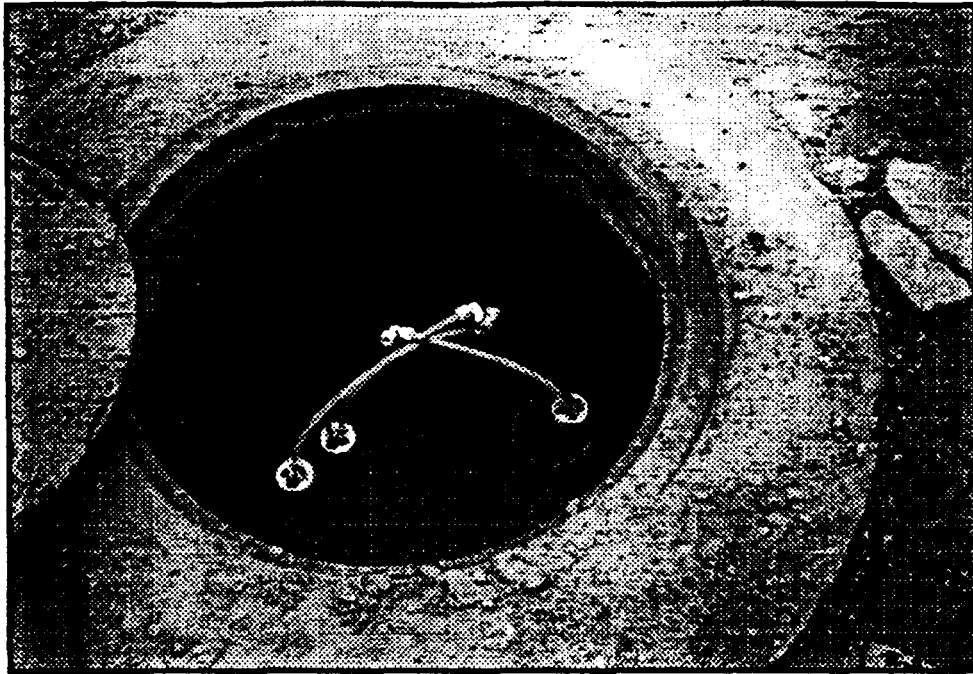


Photo 7: Well CLuster Down - 6 (WCD - 6)

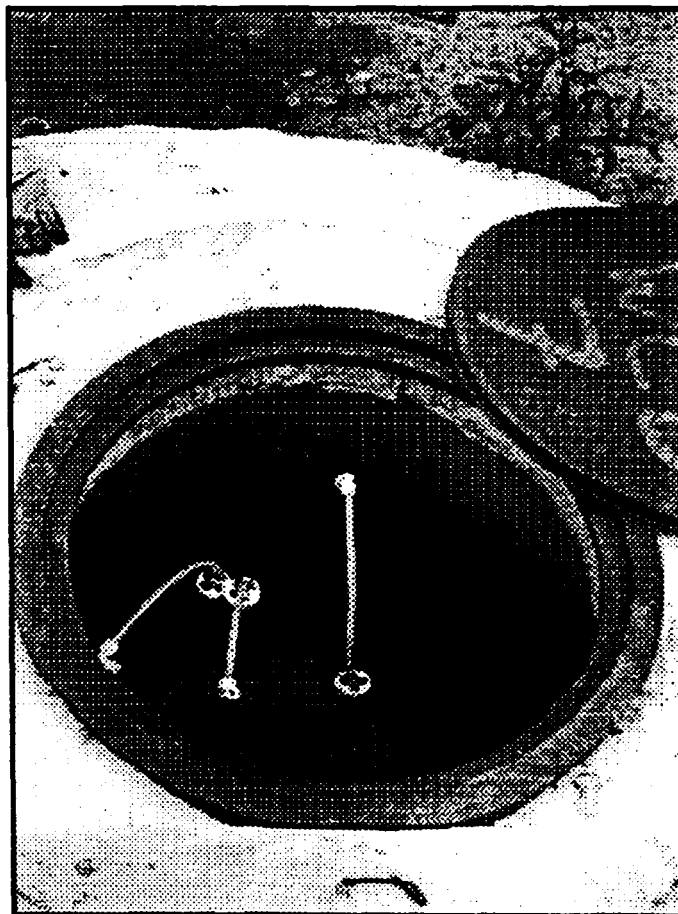


Photo 8: Well Cluster Down - 7 (WCD - 7)

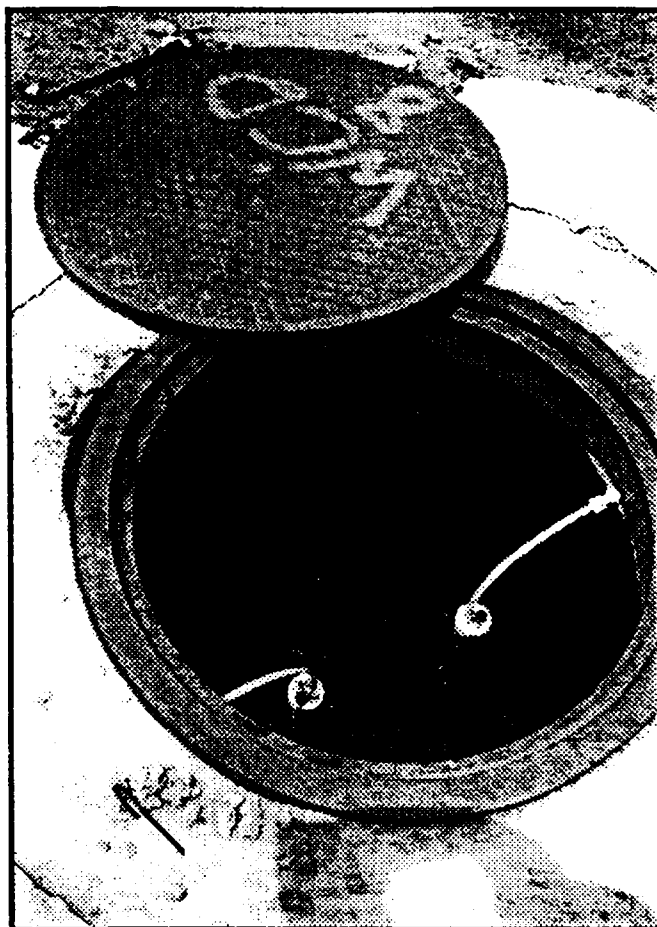


Photo 9: Well Cluster Down - 8 (WCD - 8)

LOWENSTEIN, SANDLER, KOHL, FISHER & BOYLAN

A PROFESSIONAL CORPORATION

COUNSELLORS AT LAW
65 LIVINGSTON AVENUE
ROSELAND, NEW JERSEY

07068-1791

TELEPHONE (201) 992-8700

FACSIMILE (201) 992-5620

SOMERVILLE OFFICE

TELEPHONE (201) 526-3300

ALAN V. LOWENSTEIN
RICHARD M. SANDLER
BENEDICT M. KOHL
ARNOLD FISHER
JOSEPH LEVOW STEINBERG
MATTHEW P. BOYLAN
BRUCE D. SHOULSON
JOHN R. MACKAY 2ND
MARTIN R. GOODMAN
JOHN D. SCHUPPER
STEPHEN N. DERMER
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ALLEN B. LEVITHAN
R. BARRY STIGER
GREGORY B. REILLY
PETER H. EHRENBERG
HOWARD S. DENBURG
STEVEN B. FUERST
THEODORE V. WELLS, JR.

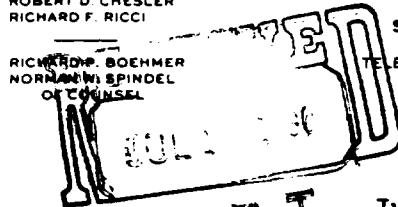
WILLIAM S. KATCHEN
MICHAEL DORE
GERALD KROVATIN
RICHARD D. WILKINSON
ALAN WOVSANIKER
KENNETH J. SLUTSKY
DAVID L. HARRIS
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SUSAN E. WAELBROECK**
ADAM L. GANS
KAREN E. TRAEGER*

*N.Y. BAR ONLY
**TEXAS BAR ONLY
***CA. BAR ONLY
****FL. BAR ONLY



BY P.T. July 10, 1990

James L. Morgan, Esq.
Assistant Attorney General
Illinois Attorney General's Office
Environmental Control Division
500 South Second Street
Springfield, IL 62706

Re: Sauget Area I

Dear Mr. Morgan:

This will report to you regarding the status of the efforts of certain parties named by IEPA as potentially responsible for one or more of the sites which comprise Area I.

Since the May 31, 1990 PRP meeting with IEPA, a number of the PRP's have participated in several discussions in person and by telephone conference call concerning your request for a PRP financed and performed RI/FS for Area I. A number of issues have been identified, several of which IEPA may be able to address. First, the PRP's do not believe that all parties with potential responsibility have been identified by IEPA. As you know, Monsanto and Cerro shared with IEPA their information on this subject on June 6, 1990. We remain hopeful that additional PRP's will be identified and notified.

Second, most of the identified PRP's are current or recent past owners of properties within the sites comprising Area I who acquired their interests after

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S150

July 10, 1990

disposal activities had ceased, sometimes without knowledge of the antecedent landfilling activities. Not surprisingly, many of these parties regard themselves as innocent landowners or de minimis potentially liable parties and are not willing to contribute substantially to the effort. Our most significant identified need is access to persons or records regarding the identity of transporters and waste generators who used the sites for disposal. The PRP's are contemplating several initiatives to develop this information. Certainly IEPA's assistance in these efforts will be of critical importance.

Despite the obstacles facing the PRP's, we do believe the group is making progress toward a commitment to the RI/FS process. Cerro has affirmed to the PRP's that it is willing to provide administrative leadership for a number of the sites if a sufficient number of PRP's participate in the effort and a satisfactory apportionment of the costs can be attained. Monsanto has expressed interest in a similar commitment for the other Area I sites. Preliminary cost estimates are being prepared and alternative funding arrangements are being considered.

We believe that the PRP's have shown sufficient interest to begin to develop a detailed scope of work for the RI/FS on a site-by-site basis. We suggest that our technical representatives meet with yours to develop the scope of work and work plan.

Of course, this letter is not and should not be construed as a binding commitment on any parties' part at this time. Moreover, this communication is part of settlement discussion and is without admission of any liability and without prejudice to any party.

Very truly yours,



Michael L. Rodburg

MLR/ca

cc: Mr. Paul Takacs
Stephen P. Krchma, Esq.
Mr. Paul Tandler



INTER-OFFICE CORRESPONDENCE

DATE July 3, 1990
TO Paul Tandler
FROM Ray Avendt *RA*
SUBJECT RI/FS Area I

Enclosed please find an estimate for a proposed RI/FS for the remaining Area I sites. I have identified the costs by area. We anticipate the total cost for this scope of work to be \$1,880,000. The laboratory and soil boring services should total \$853,000. These figures are based on initiation of the project no later than October 1, 1990 and an 18 month duration.

RJA/11

Attachments

cc: P. Tandler
J. Grana
M. Rodburg

REMEDIAL INVESTIGATION

TASK 1	DESC. CURRENT SITUATION	16500
TASK 2	PLANS AND MANAGEMENT	14000
TASK 3	SITE INVESTIGATION	55000
	FIELD SAMPLING & LAB ANALYSIS	205000
TASK 4	SITE INVESTIGATION ANALYSIS	24000
TASK 5	LAB AND BENCH SCALE STUDIES	6000
	LAB ANALYSIS	10000
TASK 6	REPORTS	18000
	SUBTOTAL RI	<hr/> 348500

FEASIBILITY STUDY

TASK 7	DESC. PROPOSED RESPONSE	14000
TASK 8	PRELIM. REMEDIAL TECHNOLOGIES	18000
TASK 9	DEVELOPMENT OF ALTERNATIVES	18000
TASK 10	INITIAL SCREENING OF ALTERNATIVES	13500
TASK 11	EVALUATION OF ALTERNATIVES	24000
TASK 12	PREL. FEASIBILITY STUDY REPORT	12000
TASK 13	FINAL REPORT	17000
TASK 14	ADDITIONAL REQUIREMENTS	10000
	SUBTOTAL FS	<hr/> 126500
	TOTAL RI/FS BY TASK	<hr/> 475000

SITE G	SITE H	SITE I	SITE L	TASK TOTAL
--------	--------	--------	--------	------------

12000	11500	16500	5000	61500
10000	9000	14000	4000	51000
17000	31000	52000	16000	171000
125000	190000	275000	15000	810000
12000	20000	28500	7000	91500
4000	6000	9000	2000	27000
8000	8000	12000	5000	43000
9000	12000	25000	3000	67000
<hr/> 197000	<hr/> 287500	<hr/> 432000	<hr/> 57000	<hr/> 1322000
6000	12000	22000	5000	59000
9000	12000	27000	3000	69000
9000	12000	28000	3000	70000
14000	13500	30000	4000	75000
14000	18000	40000	3000	99000
9000	15000	26000	3000	65000
10000	15000	27000	3000	72000
7000	10000	18000	4000	49000
<hr/> 78000	<hr/> 107500	<hr/> 218000	<hr/> 28000	<hr/> 558000
<hr/> 275000	<hr/> 395000	<hr/> 650000	<hr/> 85000	<hr/> 1880000

Conference Can Be Area I

6/20/90

2 PM

C. ROGGS

J. SMULL

MON.

T. LOEWER - METRO

L. KREHNA - MON.

F. CROWDER

MARTIN

A. BRENN - RUM

A. KONRAD - LOGGS

H. BRACE - MIDWEST

WITTINGER (NO)

RODRIGUEZ (NO)

McCOMBS (NO)

Conno: Willing To Take Land, With Proper Participation, On The Reimbursement Portion Of I and H, And Discontinue Participation In Balance Of Sites.

Is Monsanto willing To Take Similar Land On Sites G, L, and CS-B?

Krehna: Would Consider, In That They Have No Land Ownership Involvement.

F. Crowder For

Doris Toland - Owns ~~Parcel~~ Parcel "H" Since 1977. Innocent Party. A Problem: Willing To Permit An Investigation.

T. Loewer - Bought From Rum Who Took Over (Monsanto) Kansas Wilderness Operation In '71 and Bought The Property In 1973 (±).

Crowder - Thinks IEPB Wants Conno and Monsanto To Pay For It. Toland Will Make The Land Inaccessible, But If Expected To Pay There Is A Problem.

S155

Krehna:

How Does One Bring Participation - About G, CS-B,

First Offer - Find The Generators and Owners.

6-20-90

How Serious Is The IEPA About Proceeding With
Their Own Program - Looking For Further Money.
Have To Get 19 Lines For Conclusion.

Monitors and Cans Will Get Their Respective
Technical Experts To Put A Value On The
Ri/Fi For The Balance Of Area 1. The
Separate Figures For I+It and "B", L, G, Etc.
Need About 2 Weeks. Previously mentioned: 1.8-2.0M

Duke - Not Ourselves Thinking From Area 1.
— Am Looking At It. (Has Long Problem)

Answer - Recommend A "Proclamation" Document
To Convince IEPA We Are Serious.

First Report: Coming On The P.R.P.'s.

KACHMA and Thomsen To Discuss With Rodburg

NOT. 3:15 PM

TELECON

6/25/90

KACHMA - Rodburg - PT + JMK:

Rodburg To Submit Proclamation.

Area 1 PEP Meeting

6-12-90
9AM

Steve Kachma: Is there to be some group?
 Ill. EPA Threat to Canada RI/FS?
 Got NPL listing?

Mike R.: Review Canada's Role in Area 1:

Site in Site I, Deep Creek.
 Decision on DC-A. RI/FS. Removal Action
 Planned. Flowmeter Project. Removal on
 End Track. Don't need Canada.
 Site I - significant scope. Future Project -
 Closure.

Canada not willing to work above on Basin
 of Area 1 on limit limited participation.

Area 2 should take precedence, because with
 Our known action.
 Canada would participate in May: 1.8 - 2 M.
 Government May - Not RI/FS. - Region
 ICPA willing to exclude groundwater study
 for it separate Operation Unit.

Conan Bost:
W. Smith

Reviews June 6 meeting with ICPA
 (J. Green and Andy Martin were there)

Mike R.

Canada Initiative in Mining PEP's did not
 focus in ICPA listing at PEP.
 Some of the information was defective.

Monday's (Ann of Two Areas Discussion)
 SIS17

Attendees:
 (1) Mike R.
 (2) Conan Bost
 (3) Steve Kachma
 (4) W. Smith
 (5) J. Green
 (6) Andy Martin
 (7) Don
 (8) Don

6-12-90

Some Package down to us - the 8-1 was from 38
 Ray has reviewed it - essentially valid.

Region of involvement + interest? Minimum.

the 2 Package - At least one year if that (in OMB)

A. Andrews:

(alum)

Think it good Procurement may convince EPA
 that the group is serious about a community effort.
 That from of collective effort - locate the other PAP's.

Mike R.:

Innov. There? Give the firm. They claim to have the
 money to process.

Steve K.:

Could approach EPA for additional support in doing
 PAP's

Mike R.:

New Procurement from effort in Normie ~~with~~ ITH
 Government. Potentially large L. May have to develop

End to this.

If Oregon Project is undertaken in that I can have
 not object to location ~~with~~ with site I, but

primarily not for site responsible for land in

does not own or control in the operations.

SIS

Large Citation leads to initiate RI/FI.

Could support a fact group in securing for tomorrow

Steve K.:

Need to get back to EPA with "domestic."

destitute community can to Re-group: Wed 6/20 PM

Mike and P.T. to participate.

1830am 10:00 AM

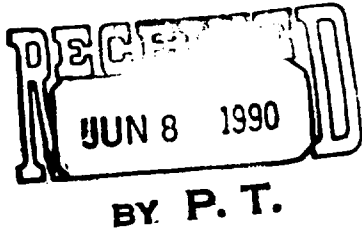
Area 1 PRP Meeting

6/12/90

<u>NAME</u>	<u>REPRESENTING</u>	<u>PHONE</u>
Max McCombs	Monsanto	618-482-6390
FLOYD E. CROWDER	J.D. Tolbird	618-281-7111
Curtis W. Martin	J. D. Tolbird	618/281-7111
Cornell Boyce	MONSANTO	314 694-6032
Stephen KRICHA	Monsanto	(314) 694-1278
David R. Kimbriel	ROGERS Cartage	708/597-9016
ALLYN KONRAD	ROGERS CARTAGE	618-337-555
DAVE KRAMP	ROGERS CARTAGE	618-332-555
Michael Rodbung	Cerro	201-992-9700
Paul Tandon	Cerro Copper	618-337-6000
Horace J. Drake	Midwest Rubber Redaiming	618-337-6400
TONY LECHNER	METRO	618-337-4233
Warren L. Small	Monsanto	314-694-1617
Andy Andrews	Ruan Leasing	515-296-330
WALTER WITTENBERG	HAROLD WIESE	314-241-9090



Monsanto



Monsanto Chemical Company
W. G. Krummrich Plant
500 Monsanto Ave.
Sauget, Illinois 62206-1198
Phone: (618) 271-5835

June 5, 1990

Paul Tandler
Cerro Copper Products Co.
P.O. Box 681
E. St. Louis, Ill. 62202

Dear Mr. Tandler:

An Area I PRP meeting has been scheduled for 9:00 a.m. in the Sauget Village Hall on June 12, 1990. Neither the Illinois EPA nor Illinois Attorney General's will be present.

Subjects to be discussed are:

1. The completeness of the PRP list.
2. Subdividing Area I in terms of PRP leadership.
3. Initiating PRP participation agreement discussions for Area I.

Sincerely,

Max W. McCombs
General Superintendent
Government and Environmental Affairs

/sdg
Attach.

cc H. L. Schwench
J. Garna

S160

6/11/90 MIKE R.

J. Garna will arrive early this morning
to participate in this meeting, as well as
in a 1 PM meeting on Area 2, Site "O",
The Village Lake Lagoons.
P.T.

PRP List - Area I

Cerro Copper Products Co.
P.O Box 66800
St. Louis, Missouri 63166-6800

Richard M. Cohen
601 North Faring Road
Los Angeles, California 90077

Illinois State Trust Company
222 East Main
Belleville, Illinois 62220

Tony L. Lechner
153 Bon Chateau
St. Louis, Missouri 63141

Stanley Kreitman
345 Hudson Street
New York, New York 10014

Midwest Rubber Reclaiming Co.
3101 Mississippi Avenue
Sauget, Illinois 62206

Monsanto Company
800 North Lindbergh Blvd.
St. Louis, Missouri 63167

Rogers Cartage Company
9150 South Damen Avenue
Chicago, Illinois 60602-2607

Ruan Transport Corporation
666 Grand Avenue
Des Moines, Iowa 50309

Paul Sauget
2700 Falling Springs Road
Sauget, Illinois 62201

James D. Tolbird
762 Leon
Cahokia, Illinois 62206

Village of Sauget
2350 Monsanto Avenue
Sauget, Illinois 62206

Morris Weissman
345 Hudson Street
New York, New York 10014

Harold W. Wiese
205 Graybridge Road
St. Louis, Missouri 63124

Wiese Planning and Engineering, Inc. /
1200 Queeny Avenue
Sauget, Illinois 62206



CERRO COPPER PRODUCTS CO.
P.O. Box 66200
St. Louis, MO 63166-6200
618/337-6000

FAX: (618) 337-7273

FACSIMILE TRANSMISSION COVER SHEET

DATE:

6-11-90

TIME:

10:40 AM

TO:

Michael L. Rodburg

FROM:

Paul Tavel

FAX NO.:

NUMBER PAGES
INCLUDING
COVER SHEET:

4

MESSAGE (if any):

PLEASE CALL (618) 337-6000 - EXT. 209 IF THERE ARE
ANY PROBLEMS WITH THIS TRANSMISSION.

333

333 A member of The Marmion Group of companies

S163

5-31-90 Area I PRP & IEPA Meeting

Carlson opened meeting by stating purpose.
 = ~~was~~ wants to know status of a PRP proposal.

Stephan Krichma (Monsanto) said that Monsanto has been working on Area II - Site O. Also Monsanto has questions on why IEPA did not use all the names they gave them as PRP's.

- Bruce Carlson said that they notified all PRP's they could find. He said some on the list were dead.

- Doris Tolbird's attorney said that she bought her land from Roger Cartage in 1979 and did not have any knowledge of waste activity nor did she generate any waste. He said they felt that they should not be here in the first place.

? - Harold Wiere said basically the same thing.

- Roger Cartage said they do not own any of the land in Area I now.

Carlson said that the attorneys for Tolbrind should check the statutes for innocent landowners.

Carlson wants Areas I & II to move along the same timeline. 'IEPA thinks there are some sites which need immediate attention. Carlson said that CS-B and Site 4 pose an immediate health hazard and the other sites are more of a long term problem.

State wants Area I work to move ahead now. Max McComb stated that part of the problem was some miscommunication between the PRP's. He said that Monsanto thought that Cerro was going to take the lead. Nancy Martin (Cerro) said that as far as she knew, Cerro did not commit to that, Cerro is only interested in taking the lead on the sites owned by US; Site I & DC-A.

Morgan said EPA does not want to see the sites broken up unless RI/FS ~~work~~ are done at the same time.

When Terry Ayers said that as of July 1990 the state will begin RTIP-5-D with or without PFP's, it would be state funded. He thought GS-B and GS-C would be scheduled for clean-up 1st and the state could use it's mobile incinerator. Ayers said that by fall Area I would be on the WHL and then federal money would be available.

Messages again said they had questions about the # of PFP's. They asked if they could meet with IEPA. IEPA agreed the meeting is scheduled for Wednesday June 6, 1990 @ 10:00 in Springfield. The meeting will be to discuss adding more PFP's.

I asked if anyone can attend. Dave Small said we are more than welcome and I should call him as we can support.

The meeting broke up at about 10:10 with PFP's ~~staying~~ staying on to talk.

as - continued.

After the meeting I ask Steve Krishna about the Sita O meeting. He said that he hasn't been able to reach Roderig. I told him Roderig wanted to talk to him. He also said that Baber has some problems with the Sita O agreement and his role. The village youth, Kinnor & Baber to be as - continued.

I reiterated Cemo's position that Cemo was only interested in taking the lead on the Sita, they own Sita & CS-A. ~~Even though~~ we own a small part of S. we only want to be a player and not leader. A PEP meeting has been scheduled for June 12, 1990 (in the morning. May I will try to get the Village of Hall. He said that would work but good because there is a meeting scheduled in the afternoon on Sita O.

PP-mg.
 - No an Area I RIFS
 - " negotiate with " is
 - get the IEPA do the RIFS then negotiate clean-up.
 I reiterated Cemo's position that Cemo was only interested in taking the lead on the Sita, they own Sita & CS-A. ~~Even though~~ we own a small part of S. we only want to be a player and not leader. A PEP meeting has been scheduled for June 12, 1990 (in the morning. May I will try to get the Village of Hall. He said that would work but good because there is a meeting scheduled in the afternoon on Sita O.

ATTENDANCE RECORD

DATE 5/31/90

SUBJECT: Sanget Sites - Area I

NAME	AFFILIATION	TELEPHONE
Bruce Carlson	IEPA - Div. of Legal Counsel	217/782-5544
Jim Morgan	Illinois Attorney General	217-782-9030
PAUL TAKACS	IEPA - PROJ MGR.	217 782 6760
Curtis Martin	Representing Doris Talbird (PRP)	(618)/281-7111
Kenneth Kessler	Ruan Transport Corporation	(515) 245-2725
Max McCombs	Monsanto	(618) 482-6390
Warren L. Smull	Monsanto	(314) 694-1617
DORIS TALBIRD	JAMES D. & DORIS TALBIRD	618- 337 -8304
ALYN KONRAD	ROGERS CARTAGE	618-337-5555
DAVE KRAMP	ROBERS CARTAGE Co.	618 337-5555
Cornell Boggs	Monsanto	314 694-6032
Stephen KRECHMA	Monsanto	(314) 694-1278
Horace J. Drake	Midwest Rubber Reclaiming Div.	618-337-6400
Peter Strassner	Thompson & Mitchell - Fertilizer	314 231-7676
WALTER L. WITTENBERG	GREENSFELDER, HENKER + GALE - H.W.ESE	314-241-9090
JOE GRANA	Cerro Copper Products	618-337-6000
Nancy Lake Martin	Lowenstein, Sandler for Cerro	(201)-992-8700
Terry G. Ayers	Illinois EPA	618 217-782-676
		S168

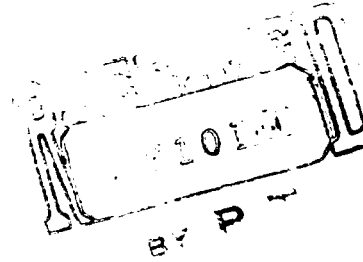
532-1003
SA 138 9/82

034-00



217/782-6760

Refer to: L1630200005 -- St. Clair County
Sauget Sites (Area I) -- Sauget
Superfund/General Correspondence



May 4, 1990

Paul Tandler, Vice President
Cerro Copper Products Co.
Post Office Box 66800
St. Louis, Missouri 63166-6800

Dear Mr. Tandler:

This letter will confirm our Area I meeting scheduled at the Holiday Inn at Collinsville on May 31, 1990. The meeting will be held at the Executive Conference Room #1 and will begin at 9:00 a.m.

As had been discussed in our earlier meeting on March 22, 1990, IEPA agreed to review a title search completed by Monsanto which included Area I sites. Enclosed is an updated PRP list which includes potentially responsible landowners of sites G, H, I and L of Area I (see attachments). Although not mandatory, the Agency has proceeded to notify such landowners in a responsive effort to broaden the base of involved PRPs. We understand that a proposal for an RI/FS of Area I is to be presented at this upcoming meeting.

If you have any questions, please feel free to contact me at the above number.

Sincerely,

Paul E. Takacs, Project Manager
Federal Site Management Unit
Remedial Project Management Section
Division of Land Pollution Control

PET:bjh/1568n/64

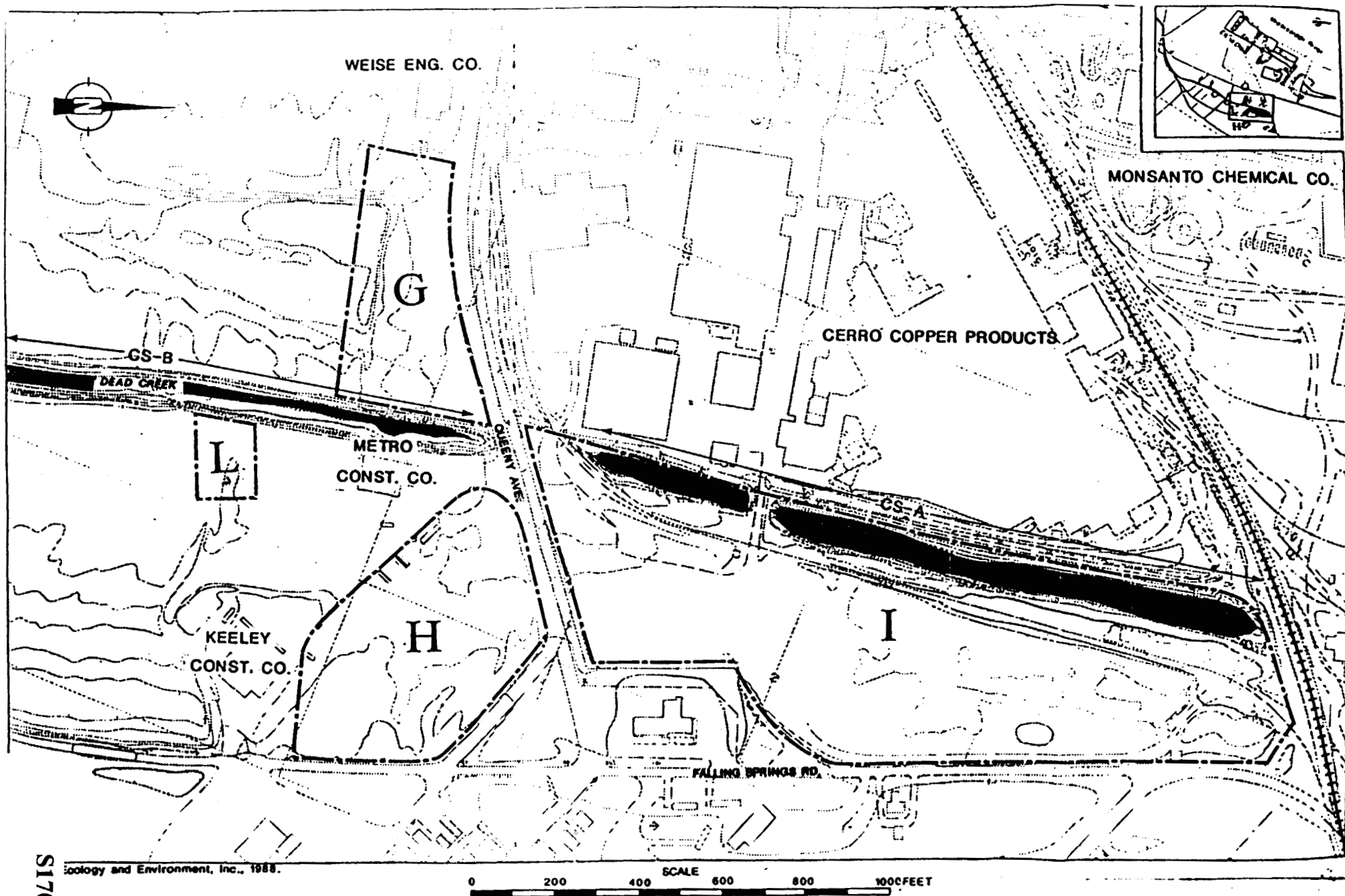
Attachments

cc: Division File

5/10/90 cc. H.L. Schwensen
R. Avon
J. Gorman (HHS Copy)
J. Gorman
File - Schwensen 5/10/90

S169

Attachment 1
Area I Location Map



Attachment 2
PRP List - Area I

Cerro Copper Products Co.
P.O Box 66800
St. Louis, Missouri 63166-6800

Richard M. Cohen
601 North Faring Road
Los Angeles, California 90077

Illinois State Trust Company
222 East Main
Belleville, Illinois 62220

Tony L. Lechner
153 Bon Chateau
St. Louis, Missouri 63141

Stanley Kreitman
345 Hudson Street
New York, New York 10014

Midwest Rubber Reclaiming Co.
3101 Mississippi Avenue
Sauget, Illinois 62206

Monsanto Company
800 North Lindbergh Blvd.
St. Louis, Missouri 63167

Rogers Cartage Company
9150 South Damen Avenue
Chicago, Illinois 60602-2607

Ruan Transport Corporation
666 Grand Avenue
Des Moines, Iowa 50309

Paul Sauget
2700 Falling Springs Road
Sauget, Illinois 62201

James D. Tolbird
762 Leon
Cahokia, Illinois 62206

Village of Sauget
2350 Monsanto Avenue
Sauget, Illinois 62206

Morris Weissman
345 Hudson Street
New York, New York 10014

Harold W. Wiese
205 Graybridge Road
St. Louis, Missouri 63124

Wiese Planning and Engineering, Inc.
1200 Queeny Avenue
Sauget, Illinois 62206

CERRO COPPER PRODUCTS CO.

OTHER ADDRESSEES - FOR INFORMATION

J. Grana
File

INTERNAL MEMORANDUM

HQ-10 SHOW NAME, TITLE AND UNIT OF ADDRESSEE AND ADDRESSOR

TO: H. L. Schweich

DATE: February 27, 1990

FROM: Paul Tandler

CONFIDENTIAL

SUBJECT: IEPA NOTICE FOR MARCH 22 and 23 PRP MEETINGS -
CALL FROM JAY STEWART

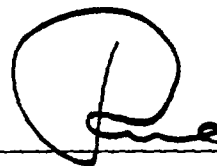
We faxed and mailed copies of the Area I and II notices for meetings in March to Mike Rodburg as discussed with you briefly on Monday, February 26.

This morning Jay Stewart called to acknowledge receipt of the transmittal, and to advise that Mike would not be able to be present for the meetings on March 22 and 23. Jay plans to attend.

He and I discussed the desirability of having a preliminary meeting of the named PRP's prior to the IEPA meetings, and agreed to the need for such meetings. To this end he will contact Paul Takacs to obtain copies of the distribution list of the notices.

I suggested to him that the Village of Sauget and Monsanto, respectively, should handle any pre-meetings of Area II PRP's, and that Cerro may not be prepared as yet to act as spokesman for Area I as a whole. He agreed.

He will contact us further this Thursday (March 1) to discuss strategy. I am sure we will want to have Mike's input and concurrence before deciding our approach.



PT/ge

3/5 TELCON w/ H.L. + M.R.:

- 1.) No Pre-meetings Necessary. Will have Conference Call re Areas I + II on 3/14.
- 2.) P.T. to attend 3/9 meeting on Site "O", Area I. No Adm'l Commitments, Beyond 4%.

P.T.

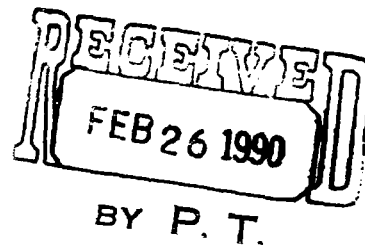
S173



217/782-6760

L1630200005 -- St. Clair County
Sauget Sites (Area I) - Sauget
Superfund/General Correspondence

February 22, 1990



Paul Tandler, Vice President
Cerro Copper Products Co.
Post Office Box 66800
St. Louis, Missouri 63166-6800

Dear Mr. Tandler:

The Illinois Environmental Protection Agency in conjunction with the Illinois Attorney General's Office will be holding a meeting for Area I PRPs on March 22, 1990 at the Executive Conference Room #1 at the Holiday Inn Hotel - Collinsville. The meeting will begin at 1:00 p.m.

As we had discussed in our earlier meeting, the State is interested in the progress your group has had in producing an RI/FS in Area I. Our original meeting date of January 4, 1990 was postponed to allow your PRP group more time to negotiate on the RI/FS.

If you have any questions regarding the objectives or the content of this meeting, please do not hesitate to contact me at the above number. Thank you for your cooperation.

Sincerely,

Paul E. Takacs, Project Manager
Federal Site Management Unit
Remedial Project Management Section
Division of Land Pollution Control

PT:dls/0702n/0706n

cc: Division File

2/26/90

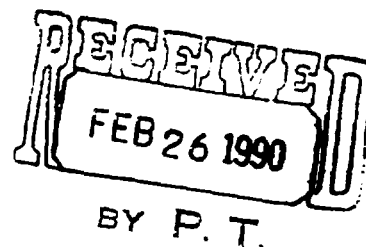
cc H.L. Schwanen
J.M. Grima
M.L. Rodburg
R. Brown
J. Patterson



217/782-6760

L1630200005 -- St. Clair County
Sauget Sites (Area I) - Sauget
Superfund/General Correspondence

February 22, 1990



Paul Tandler, Vice President
Cerro Copper Products Co.
Post Office Box 66800
St. Louis, Missouri 63166-6800

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Federal Site Management Unit
Remedial Project Management Section
Division of Land Pollution Control

PT:dls/0702n/0706n

cc: Division File

2/26/90

cc H. L. SCHWARTZ
J. M. GRAMA
M. L. ROBBINS
R. BROWN
J. PATTERSON

PRP List Area I

Cerro Copper Products Co.
P.O Box 66800
St. Louis, Missouri 63166-6800

Midwest Rubber Reclaiming Co.
3101 Mississippi Avenue
Sauget, Illinois 62206

Monsanto Company
800 North Lindbergh Blvd.
St. Louis, Missouri 63167

Wiese Planning and Engineering, Inc.
1200 Queeny Avenue
Sanuget, Illinois 62206

Horace Drake
Plant Mgr.

(618) 337-6400 LOWENSTEIN, SANDLER, KOHL,
FISHER & BOYLAN, P.A.

RECEIVED

MAR 6 1990

Terry Wittenberg, Esq.
Greensfelder, Hempker
St. Louis

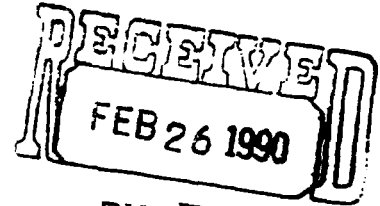
S176



217/782-6760

L1630200005 -- St. Clair County
Sauget Sites (Area I) - Sauget
Superfund/General Correspondence

February 22, 1990



BY P. T.

Paul Tandler, Vice President
Cerro Copper Products Co.
Post Office Box 66800
St. Louis, Missouri 63166-6800

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Remedial Project Management Section
Division of Land Pollution Control

PT:dls/0702n/0706n

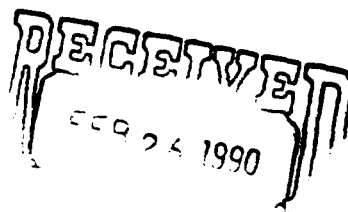
cc: Division File

2/26/90

cc H.L. JENNIFER
J.M. GRANA
M.L. ROBBINS
R. BROWN
J. PATTERSON



217/782-6760



L1630200005 -- St. Clair County
Sauget Sites (Area II) - Sauget
Superfund/General Correspondence

February 22, 1990

Paul Tandler, Vice President
Cerro Copper Products Co.
Post Office Box 66800
St. Louis, Missouri 63166-6800

Dear Mr. Tandler:

The Illinois Environmental Protection Agency in conjunction with the Illinois Attorney General's Office will be holding a meeting for Area II PRPs on March 23, 1990 at the State of Illinois building in Collinsville at 9:00 a.m.

As we had discussed in our earlier meeting, the State is interested in the progress your group has had in producing an RI/FS in Area II. Our original meeting date of January 4, 1990 was postponed to allow your PRP group more time to negotiate on the RI/FS.

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Sincerely,

Paul E. Takacs, Project Manager
Federal Site Management Unit
Remedial Project Management Section
Division of Land Pollution Control

PT:dls/0707n/0711n

2/26/90

cc H. L. Stawerton

J. M. GRANA

M. L. ROBBINS

R. Brown

J. W. Patterson

CERRO COPPER PRODUCTS CO.

OTHER ADDRESSEES - FOR INFORMATION

J. Grana
File

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TO: H. L. Schweich

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PT/ge

S179

LOWENSTEIN, SANDLER, KOHL, FISHER & BOYLAN

A PROFESSIONAL CORPORATION

COUNSELLORS AT LAW
65 LIVINGSTON AVENUE
ROSELAND, NEW JERSEY

07068-1791

TELEPHONE (201) 992-8700

FACSIMILE (201) 992-5820

SOMERVILLE OFFICE

TELEPHONE (201) 526-3300

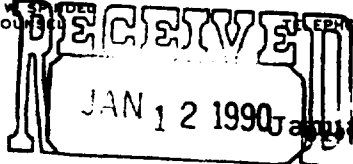
ALAN V. LOWENSTEIN
RICHARD M. SANDLER
BENEDICT M. KOHL
ARNOLD FISHER
JOSEPH LEVOW STEINBERG
MATTHEW P. BOYLAN
BRUCE D. SHOULSON
JOHN R. MACKAY 2ND
MARTIN R. GOODMAN
JOHN D. SCHUPPER
STEPHEN N. DERMER
MICHAEL L. RODBURG
ALLEN B. LEVITHAN
R. BARRY STIGER
GREGORY B. REILLY
PETER H. EHRENBERG

HOWARD S. DENBURG
STEVEN B. FUERST
THEODORE V. WELLS, JR.
MICHAEL DORE
GERALD KROVATIN
RICHARD D. WILKINSON
ALAN WOVSANIKER
KENNETH J. SLUTSKY
DAVID L. HARRIS
ZULIMA V. FARBES
WILLIAM P. MUNDAY
COLLEEN P. KELLY
DANIEL J. BARKIN
GEORGE J. MAZIN
JAMES STEWART
ROBERT L. KRAKOWER

LEE HILLES WERTHEIM
STUART S. YUSEM
KEVIN KOVACS
KEITH H. ANSBACHER
LAURA R. KUNTZ
ROBERT D. CHESLER
RICHARD F. RICCI
JOHN L. BERGER
LEE ANNE GRAYBEAL
PHYLLIS F. PASTERNAK
RICHARD NIEMIEC
MARY-LYNNE RICIGLIANO
LUCINDA P. LONG
STEPHEN H. SKOLLER
DAVID W. FIELD
MARY JO REICH
ANN P. OSTERDALE
MARTHA L. LESTER
LINDA PICKERING
CAROL A. SURGENS
MICHAEL O'B. BOLDT
BETH ANN WILANSKY
MICHAELA A. PROKOP
BONNIE K. LEVITT
MICHAEL D. SCOTT
ROCHELLE B. GALIBER
SOLOM L. KANDEL
PAUL C. PAWLOWSKI

DENNIS F. GLEASON
ANTHONY J. REITANO, JR.
HOWARD A. TEICHMAN
ROBERT G. MINION
MATTHEW J. BRENNAN
KAREN GAYNOR KILLEEN
DEBBIE KRAMER GREGG
M. ANNE CONLEY-PITCHELL
JEFFREY J. WILD
LEON S. SEGEN
TERRY E. THORNTON
ALEXANDER J. KOVACS
THOMAS G. GRIGGS
CONSTANCE J. ALEXANDER
MARIA A. DANTAS
ARTHUR H. SAIEWITZ
DAVID S. WOLIN
DOLORES M. BLACKBURN
WALTER A. EFFROSS
GEORGIA A. McMILLEN
MARC B. KRAMER
GARY M. WINGENS
STEVEN G. WINTERS
CHRISTINE A. RANIERI
JAYNE A. PRITCHARD
MIRIAM KAHAN BRODY
GWEN J. LOURIE
*N.Y. BAR ONLY

RICHARD P. BOEHMER
NORMAN V. SHEDDEN
OF COUNSEL



BY P. T.

James L. Morgan, Esq.
Assistant Attorney General
Environmental Control Division
Office of Attorney General
State of Illinois
Springfield, Illinois 62706

Re: Sauget Sites

Dear Mr. Morgan:

In response to your request, this letter is intended to provide some additional information to you concerning potentially responsible party ("prp") identification.

With respect to Area I, we ourselves have not commissioned a title search of all of the parcels within the described boundaries of the sites comprising Area I. The best source of "title" information remains the original Ecology & Environment study, and the designation of site ownership noted therein.

Attachment 1 to this letter is a series of aerial map reproductions from a background study that Cerro commissioned in 1987 showing the transition of use of Area I

011090ATYMLR263

S180

January 10, 1990

from 1937 to 1968. Extensive landfilling activities are reasonably obvious from the photos.

Attachment 2 is also an aerial map reproduction taken shortly after Cerro's acquisition (1967) of approximately 8.5 acres of land from Leo Sauget, comprising the single largest parcel within Area I. Included within attachment 2 is a plan sketch labeling the 1967 acquisition, a 1969 acquisition of .175 acres from the Village, and a 1955 acquisition of 7.4 acres. In addition there is reference to a purchase from the Alton & Southern Railway Co. in 1970 of .65 acres. Also part of attachment 2 is a copy of the quit claim deed from Alton & Southern Railway Co. to Cerro in connection with the 1970 purchase.

Attachment 3 shows the triangular property at the northeast end of Area I, which was purchased in 1967 and 1968 from Lillie Mifflin and Harold Waggoner, respectively. Mrs. Mifflin occupied a small residence and Mr. Waggoner operated a tank truck maintenance facility. The 1955-1968 aerial photographs in attachment 1 show these buildings.

Attachment 4 pertains to site "G". The attachment includes a copy of a Warranty Deed granting a three-quarter acre tract of land separated from the Lewin-Mathes Company property (now Cerro) by a newly constructed Midwest Avenue (now Queenie Avenue) which land was also deeded to the Village of Monsanto (now Village of Sauget) at the time. Also include within attachment 4 are excerpts of the Village ordinance conveying the land back to Cerro Corporation by quit claim deed, and a copy of the deed.

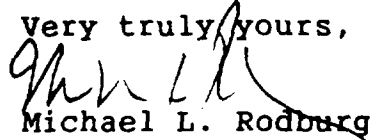
Attachment 5 lists users of the Sauget primary sewerage treatment plant during the years prior to the installation of the physical/chemical system in the mid-1970's. Given the configuration of sewers in the Sauget area, there was potential for any flow entering the Village sewer system to back up into Dead Creek Segment A, and accordingly wastewaters containing hazardous substances from any or all of the companies listed in attachment 5 could have contributed to contamination in Dead Creek Segment A.

James L. Morgan, Esq.
Page 3

January 10, 1990

I trust this information will be helpful to you.
We will feel free to supplement this information from time
to time as matters develop.

Very truly yours,


Michael L. Rodburg

MLR:vl

Encl.

cc: Paul Tandler
Robert Webb
Henry Schwiech
Ray Avendt
Jim Patterson



CERRO COPPER PRODUCTS CO.

P.O. Box 66800

St. Louis, MO 63166-6800

618/337-6000

January 7, 1991

CERTIFIED MAIL

U. S. EPA Superfund Accounting
P. O. Box 70753
Chicago, IL 60673

RE: Dead Creek Site No. 60

Gentlemen:


We enclose our cashier's check for \$3,125 as Cerro Copper Product Co.'s share of the reimbursement of response costs incurred by the U.S.EPA in conjunction with the subject site.

We understand that the other respondents (Monsanto Company, Midwest Rubber Reclaiming, Ruan Transportation) each have or will remit the same sum in settlement of the Administrative Order by Consent signed in behalf of the U.S.EPA on September 27, 1990, totalling \$12,500.

A copy of this letter is being distributed to each respondent via their counsel, and a photostatic copy of the check is being sent to Ms. Elizabeth Doyle, Assistant Regional Council, U.S.EPA, Region V, as ordered in the Decree.

Yours very truly,

CERRO COPPER PRODUCTS CO.



Paul Tandler
Vice President

PT/ge

Enclosure


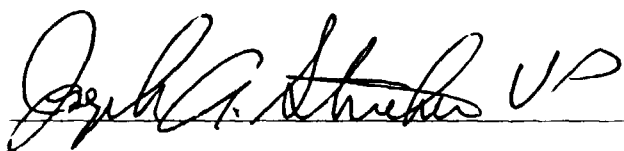
cc: Ms. Elizabeth Doyle, U.S.EPA (w/encl.)
James Stewart (for Cerro Copper Products Co.)
N. Cornell Boggs, III (for Monsanto Company)
Kenneth Kessler (for Ruan Transportation)
Paul E. Shorb, III (for Midwest Rubber Reclaiming)
File ..



A member of The Marmon Group of companies

S183

CARB-OUT
DELUXE CHECK PRINTERS

		Union U B Bank	6879
REMITTER		<small>OF EAST ST. LOUIS EAST ST. LOUIS, ILLINOIS 62201</small>	
Cerro Copper Products, Co		1/7/91	19 4-3/810
PAY TO THE ORDER OF	EPA Hazardous Substance Superfund - Dead Creek Site No. 60		\$ 3125.00
UNION BANK 3,125 AND 00 CTS			DOLLARS
 THE BOATMEN'S NATIONAL BANK OF ST. LOUIS P.O. BOX 236 ST. LOUIS, MISSOURI 63166			
 VP			
⑈006879⑈ ⑆081000032⑆ 100809002301⑈			



CERRO COPPER PRODUCTS CO.

P.O. Box 66800

St. Louis, MO 63166-6800

618/337-6000

FAX: (618) 337-7273

FACSIMILE TRANSMISSION COVER SHEET

DATE: January 7, 1991

TIME: 10:40 a.m.

TO: Jay Stewart

FAX NO.: _____

FROM: Paul Tandler

NUMBER PAGES
INCLUDING
COVER SHEET: 2

MESSAGE (if any):

Jay: When the check is obtained (perhaps later today) we will know whether it is a certified or cashier's check.

I have the names and addresses of the other companies' counsels from Ms. Doyle's letter of December 20, 1990.

P.T.

*12:05 pm
OK per Jay S.*

PLEASE CALL (618) 337-6000 - EXT. 209 IF THERE ARE
ANY PROBLEMS WITH THIS TRANSACTION



A member of The Marmon Group of companies

S185

CERRO COPPER PRODUCTS CO.

AUTHORITY FOR MISCELLANEOUS CHECKS

☐ CLEVELAND ☐ HEADQUARTERS ☒ ST. LOUIS

DATE 1/7 19 91

*
ISSUE CHECK PAYABLE TO:

EPA - HAZARDOUS SUBSTANCE SUITORS : 3125⁰⁰

* CONTINUING ON CASHIER'S CHECK IS NOTED

REASON: TO REIMBURSE US EPA FOR RESPONSE ACTION
TAKEN IN THE MATTER OF DERR CHECK SITE No.60.
THIS IS A JOINT SETTLEMENT WITH 3 OTHER COMPANIES.

ACCOUNTING DISTRIBUTION: _____

REQUESTED BY: _____

APPROVED BY: _____

Form HQ-752

LOWENSTEIN, SANDLER, KOHL, FISHER & BOYLAN

A PROFESSIONAL CORPORATION

COUNSELLORS AT LAW

65 LIVINGSTON AVENUE
ROSELAND, NEW JERSEY

07068-1791

TELEPHONE (201) 992-8700

FACSIMILE (201) 992-5820

SOMERVILLE OFFICE

TELEPHONE (608) 526-3300

December 27, 1990

ALAN V. LOWENSTEIN
RICHARD M. SANDLER
BENEDICT M. KOHL
ARNOLD FISHER
JOSEPH LEVOW STEINBERG
MATTHEW P. BOYLAN
BRUCE D. SHOULSON
JOHN R. MACKAY 2ND
MARTIN R. GOODMAN
JOHN D. SCHUPPER
STEPHEN N. DERMER
MICHAEL L. RODBURG
ALLEN B. LEVITHAN
R. BARRY STIGER
GREGORY B. REILLY
PETER H. EHRENBERG
STEVEN B. FUERST
THEODORE V. WELLS, JR.

WILLIAM S. KATCHEN
MICHAEL DORE
GERALD KROVATIN
RICHARD D. WILKINSON
ALAN WOVSANIKER
KENNETH J. SLUTSKY
DAVID L. HARRIS
ZULIMA V. FARBER
WILLIAM P. MUNDAY
COLLEEN P. KELLY
DANIEL J. BARKIN
GEORGE J. MAZIN
JAMES STEWART
ROBERT L. KRAKOWER
KEITH H. ANSBACHER
LAURA R. KUNTZ
ROBERT D. CHESLER
RICHARD F. RICCI

NORMAN W. SPINDEL
STEVEN J. GOMBINSKI*
RICHARD P. BOEHMER
OF COUNSEL

LEE HILLES WERTHEIM
STUART S. YUSEM
KEVIN KOVACS
JOHN L. BERGER
PHYLLIS F. PASTERNAK
RICHARD NIEMIEC
MARY-LYNNE RICIGLIANO
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GARY F. EISENBERG
IRA GOTTLIEB
GARY N. WILCOX
ROSEMARY E. RAMSAY
TERRI L. FREEMAN
THOMAS W. SABINO
KARIM G. KASPAR
FERN F. DAVES**

*N.Y. BAR ONLY
**PA. BAR ONLY

FEDERAL EXPRESS

Mr. Paul Tandler, Esq.
Cerro Copper Products Co.
Queeny Avenue
Sauget, IL 62206

Re: Dead Creek Segment B
Administrative Consent Order with USEPA

Dear Paul:

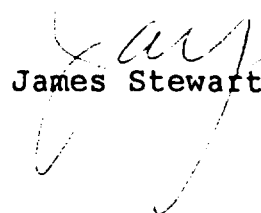
I enclose December 20 correspondence and fully executed Administrative Consent Order in connection with the fencing of Dead Creek Segment B. I received these documents on December 24, which means that payment is due to USEPA by January 13.

Cerro's share of the payment due is \$3,125. I tried to contact Cornell Boggs of Monsanto to discuss the arrangement for payment but he is on vacation until January 2. At that time, I intend to propose that Monsanto establish an account to which all parties can make their payment and from which Monsanto can issue one check to USEPA in payment of the \$12,500 due.

I will advise you of the payment arrangements that Cornell Boggs agrees to next week.

Warmest regards.

Very truly yours,


James Stewart

JS:her
Enclosure

122790ATYJS514/M2377-3



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
230 SOUTH DEARBORN ST.
CHICAGO, ILLINOIS 60604

RECEIVED

DEC 24 1990

LOWENSTEIN, SANDLER, KOHL,
FISHER & BOYLAN, P.A.

DEC 26 1990

REPLY TO ATTENTION OF:

BY CERTIFIED MAIL

N. Cornell Boggs, III
Environmental Attorney
Monsanto Company
800 N. Lindbergh E2NP
St. Louis, MO 63167

Kenneth Kessler
Ruan Transportation
666 Grand Avenue
Des Moines, IA 50309

James Stewart
Lowenstein, Sandler, Kohl,
Fisher & Boylan
65 Livingston Avenue
Roseland, NJ 07068

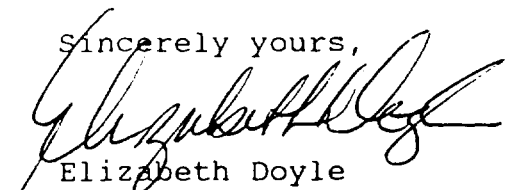
Paul E. Shorb, III
Beveridge & Diamond, P.C.
13501 I Street, N.W.
Suite 700
Washington, D.C. 20005

Re: Dead Creek Site No. 60

Gentlemen:

As required by paragraph 12 of the Administrative Order on Consent for the Dead Creek Site No. 60, I am sending you each a copy of the signed Order. The public comment period closed on December 14, 1990, and U.S. EPA received no comments which would indicate that the Consent Order is inappropriate, improper or inadequate. Therefore, pursuant to the terms of the Consent Order, your payment is due to U.S. EPA within twenty days of your receipt of this letter.

Sincerely yours,


Elizabeth Doyle
Assistant Regional Counsel

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

IN THE MATTER OF:	)	U.S. EPA DOCKET NO.
)	
DEAD CREEK SITE NO. 60	)	ADMINISTRATIVE ORDER
	)	BY CONSENT
)	
RESPONDENTS:)	
Monsanto Company	)	RE: REIMBURSEMENT OF
Cerro Copper Products Company	)	RESPONSE COSTS.
Midwest Rubber Reclaiming)	
Ruan Transportation)	

JURISDICTION

This Administrative Order on Consent ("Consent Order") is issued pursuant to the authority vested in the President of the United States by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"), Pub. L. No. 99-499, 42 U.S.C. 9622(h)(2). The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987) and further delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-E.

This Administrative Order on Consent is issued to Monsanto Company, Cerro Copper Products Company, Midwest Rubber Reclaiming and Ruan Transportation (hereinafter "Respondents"). The purpose of this Consent Order is for EPA to recover costs incurred at or in connection with the Dead Creek Site No. 60, also known as Dead Creek Segment B, located in Sauget, Illinois, and to resolve the liability of the Respondents for such response costs. Each Respondent agrees to undertake all actions required by the terms and conditions of this Consent Order. Each Respondent further consents to and will not contest EPA's jurisdiction to issue this Consent Order. This Consent Order will be binding upon EPA and shall be binding upon Respondents, their directors, officers, employees, agents, successors and assigns. Each signatory to this Consent Order represents that he or she is fully authorized to enter into the terms and conditions of this Consent Order and to legally bind the party represented by him or her.

STATEMENT OF FACTS

1. Dead Creek Site No. 60, also known as Dead Creek Segment B, is bordered by Judith Lane on the south and Queeny Avenue to the north in Sauget, Illinois (hereinafter "the site").

2. Hazardous substances within the definition of Section 101(14) of CERCLA, 42 U.S.C. 9601(14), have been or are threatened to be released into the environment at or from the site.
3. As a result of the release or threatened release of hazardous substances into the environment, EPA has undertaken response actions at the site under Section 106 of CERCLA, 42 U.S.C. 9606, specifically, installing a chain link fence around the site portion of the Dead Creek, and may require future response actions.
4. In performing this response action, EPA incurred response costs totalling \$49,974.51. Further response costs may be incurred by EPA in the future.
5. The Illinois Environmental Protection Agency has indicated to U.S. EPA that Respondents are responsible for discharges of hazardous substances into the site.
6. EPA and Respondents desire to settle certain claims arising from Respondents' involvement with the site without litigation and without admission or adjudication of any issue of fact or law.

EPA DETERMINATIONS

Based upon the Findings of Fact set forth above EPA has determined that:

1. Dead Creek Site No. 60, also known as Dead Creek Segment B, is a Facility as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. 9601(9).
2. Each Respondent is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. 9601(21).
3. Each Respondent is a responsible party within the meaning of Section 107(a) of CERCLA, 42 U.S.C. 9607(a), and is jointly and severally liable for response costs incurred and to be incurred at or in connection with the site.
4. The past, present or future migration of hazardous substances from the site constitutes an actual or threatened "release" as that term is defined in Section 101(22) of CERCLA, 42 U.S.C. 9601(22).

RESPONDENTS POSITION

1. The consent of the Respondents to the terms of this Order shall not constitute or be construed as an admission of any

past or future liability or of U.S. EPA's Statement of Facts or Determinations.

2. This Order is not intended for the benefit of any third party and may not be enforced by any third party.

ORDER

1. Respondents shall pay to the Hazardous Substance Superfund twelve thousand five hundred dollars (\$12,500) within twenty days of the effective date of this Consent order.
2. Such payment shall be made by certified or cashier's check made payable to "EPA-Hazardous Substance Superfund." The check shall reference the name of Respondents and the site, and shall be sent to:

U.S. EPA Superfund Accounting
P.O. Box 70753
Chicago, Illinois 60673

3. Within twenty days of the effective date of this Order, Respondents shall send a photostatic copy of their check to:

Elizabeth Doyle
Assistant Regional Counsel
U.S. EPA, Region V (5CS-TUB-4)
230 South Dearborn
Chicago, Illinois 60604

4. In addition to any other remedies or sanctions available to EPA, any Respondent who fails or refuses to comply with any term or condition of this Consent Order shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. 9622(h)(3).
5. Subject to Paragraph 6 of this Consent Order, upon payment of the amount specified in Paragraph 1 of this Consent Order, EPA covenants not to sue or to take any other civil or administrative action against Respondents for "Covered Matters." "Covered Matters" shall include any and all civil liability under Section 107(a) of CERCLA, 42 U.S.C. 9607(a), for reimbursement of response costs incurred at or in connection with the site as of August 30, 1990.
6. Nothing in this Consent Order is intended to be nor shall it be construed as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which EPA may have against Respondents for:

- (a) any continuing liability as a result of failure to make the payments required by Paragraph 1 of this Order; or
 - (b) any matters not expressly included in Covered Matters, including, without limitation, any liability for damages to natural resources.
7. Nothing in this Consent Order is intended to be nor shall it be construed as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which EPA may have against any person, firm, corporation or other entity not a signatory to this Consent Order.
8. EPA and Respondents agree that Respondents signing this Administrative Order by Consent and the payment of the amount required in accordance with Paragraph 1 of this Consent Order does not constitute an admission of any liability by any Respondent and shall not be considered an admission of liability for any purpose. Specifically, Respondents do not admit and retain the right to controvert in any subsequent proceedings, other than proceedings to implement or enforce this Consent Order, the validity of the USEPA Findings of Fact and Determinations contained in this Consent Order.
9. In consideration of EPA's covenant not to sue in Paragraph 5 of this Consent Order, Respondents agree not to assert any claims or causes of action against the United States or the Hazardous Substance Superfund arising out of the EPA activities in installing a chainlink fence around the site portion of Dead Creek as defined in Paragraph 5 above, or to seek any other costs, damages, or attorney's fees from the United States, its agencies, employees or contractors arising out of such chainlink fence installation activities.
10. Subject to Paragraph 6 of this Consent Order, EPA agrees that by entering into and carrying out the terms of this Consent Order, Respondents will have resolved their liability to the United States for "Covered Matters" pursuant to Section 113(f)(2) of CERCLA, 42 U.S.C. 9613(f)(2), and shall not be liable for claims for "Covered Matters."
11. This Consent Order shall be subject to a thirty-day public comment period pursuant to Section 122(i) of CERCLA, 42 U.S.C. 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. 9622(8)(3), EPA may withdraw its consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper or inadequate. In the event the USEPA does withdraw its consent to this Administrative

Order, all findings, determinations, statements, and any other effect of this Order shall be deemed null and void.

12. The effective date of this Consent Order shall be the date upon which EPA issues written notice to Respondents that the public comment period pursuant to Paragraph 11 of this Consent Order has closed and that comments received, if any, do not require modifications of or EPA withdrawal from this Consent Order. The time limitations addressed in paragraph 1 of the "Order" section shall not begin to run for each Respondent until each has received, as evidenced by Certified Mail, a copy of the signed Administrative Order by Consent.

IT IS SO AGREED AND ORDERED:

U.S. Environmental Protection Agency

By:

Valdas V. Adamkus
U.S. Environmental Protection
Agency v.

September 27, 1990
Date

By:

Warren L. Smull
Warren L. Smull

August 9, 1990
Date

Manager, Remedial Projects
Title

Monsanto Company
Company

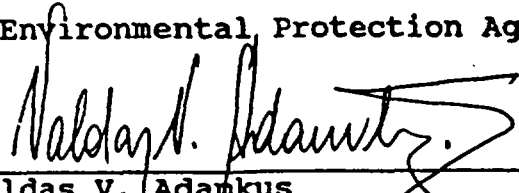
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IT IS SO AGREED AND ORDERED:

U.S. Environmental Protection Agency

By:


Valdas V. Adamkus
U.S. Environmental Protection
Agency v.

September 27, 1990
Date

By:


Paul Tandler

August 13, 1990

Date

Vice President

Title

CERRO COPPER PRODUCTS CO.

Company

Order, all findings, determinations, statements, and any other effect of this Order shall be deemed null and void.

12. The effective date of this Consent Order shall be the date upon which EPA issues written notice to Respondents that the public comment period pursuant to Paragraph 11 of this Consent Order has closed and that comments received, if any, do not require modifications of or EPA withdrawal from this Consent Order. The time limitations addressed in paragraph 1 of the "Order" section shall not begin to run for each Respondent until each has received, as evidenced by Certified Mail, a copy of the signed Administrative Order by Consent.

IT IS SO AGREED AND ORDERED:

U.S. Environmental Protection Agency

By: *Valdas V. Adamkus*

Valdas V. Adamkus
U.S. Environmental Protection
Agency v.

September 27, 1990
Date

OK
KK. By: *Edward M. Miller*

8/15/90
Date

Treasurer
Title

Ruan Transport Corporation
Company

Order, all findings, determinations, statements, and any other effect of this Order shall be deemed null and void.

12. The effective date of this Consent Order shall be the date upon which EPA issues written notice to Respondents that the public comment period pursuant to Paragraph 11 of this Consent Order has closed and that comments received, if any, do not require modifications of or EPA withdrawal from this Consent Order. The time limitations addressed in paragraph 1 of the "Order" section shall not begin to run for each Respondent until each has received, as evidenced by Certified Mail, a copy of the signed Administrative Order by Consent.

IT IS SO AGREED AND ORDERED:

U.S. Environmental Protection Agency

By: Valdas V. Adankus

Valdas V. Adankus
U.S. Environmental Protection
Agency v.

September 27, 1990
Date

By: Howard J. Drake

U.P. & G.M.
Title

Midwest Rubber Packaging Div.
Company

A Div. of Empire Chem Inc.

8/17/90
Date

LOWENSTEIN, SANDLER, KOHL, FISHER & BOYLAN

A PROFESSIONAL CORPORATION

COUNSELLORS AT LAW

65 LIVINGSTON AVENUE

ROSELAND, NEW JERSEY

07068-1791

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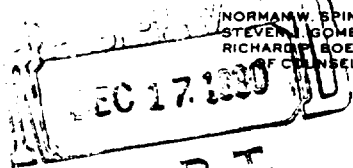
JOHN F. DELANEY
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*N.Y. BAR ONLY

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ARNOLD FISHER
JOSEPH LEVOW STEINBERG
MATTHEW P. BOYLAN
BRUCE D. SHOULSON
JOHN R. MACKAY 2ND
MARTIN R. GOODMAN
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STEPHEN N. DERMER
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ROBERT L. KRAKOWER
KEITH H. ANSBACHER
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ROBERT D. CHESLER
RICHARD F. PICCI

NORMAN W. SPINDEL
STEVEN M. GOMBINSKI
RICHARD P. BOEHMER
RICHARD F. SPINDEL



December 12, 1990

Mr. Paul Tandler
Cerro Copper Products Co.
Queeny Avenue
Sauget, IL 62206

Re: Administrative Settlement Concerning
Dead Creek Segment B Fencing

Dear Paul:

I enclose for your files the notice published in the November 14, 1990 Federal Register concerning the settlement with EPA Region V of its claim for response costs concerning the fencing of Dead Creek Segment B. The comment period will expire on December 14. Currently, EPA has received no comments and it does not expect any comments in the remaining two days.

I will notify you when Agreement becomes final.

Very truly yours,

James Stewart

JS:her
Enclosure

121290ATYJS486/M2377-3

42 U.S.C. 122(h)

(FRL-3860-3)

Proposed Administrative Agreement**AGENCY:** U.S. Environmental Protection Agency (U.S. EPA).**ACTION:** Proposed settlement.

SUMMARY: U.S. EPA is proposing to settle a claim under section 107 of CERCLA for response costs incurred during removal activities at Dead Creek Site No. 60 in Sauget, Illinois. Respondents have agreed to reimburse U.S. EPA in the amount of \$12,500. U.S. EPA today is proposing to approve this settlement offer because it reimburses U.S. EPA, in part, for costs incurred during U.S. EPA's removal action.

DATES: Comments on this proposed settlement must be received by December 14, 1990.

ADDRESSES: Copies of the proposed settlement are available at the following addresses for review: (It is recommended that you telephone Daniel O'Riordan at (312) 886-4359 before visiting the Region V Office) U.S. Environmental Protection Agency, Region V, Office of Superfund, Remedial and Enforcement Response Branch, 230 South Dearborn Street, Chicago, Illinois 60604.

Comments on this proposed settlement should be addressed to: (Please submit an original and three copies, if possible) Daniel O'Riordan, Community Relations Coordinator, Office of Public Affairs, U.S.

Environmental Protection Agency, Region V, 230 South Dearborn Street, Chicago, Illinois 60604, (312) 886-4359.

FOR FURTHER INFORMATION CONTACT: Daniel O'Riordan, Office of Public Affairs, at (312) 886-4359.

SUPPLEMENTARY INFORMATION: Dead Creek Site No. 60 is not on the National Priorities List. After receiving reports that Dead Creek was smoldering, U.S. EPA personnel installed a chain link fence on that portion of the creek bordered by Judith Lane on the south and Queeny Avenue to the north in Sauget, Illinois. This prevented anyone from having direct contact with the creek. The Illinois Environmental Protection Agency is studying the Dead Creek as well as other locales in Sauget, and will determine what further action is appropriate.

Respondents are four companies that generated hazardous waste while operating in the area of the Dead Creek. A 30-day period, beginning on the date of publication, is open pursuant to section 122(i) of CERCLA for comments on the proposed settlement.

Comments should be sent to the Office of Public Affairs (5PA-14), U.S. Environmental Protection Agency, Region V, 230 South Dearborn Street, Chicago, Illinois 60604. Elizabeth Doyle.

Assistant Regional Counsel, United States Environmental Protection Agency.

[FR Doc. 90-26834 Filed 11-13-90; 8:45 am]

BILLING CODE 6560-50-M

(OPTS-140138; FRL-3802-3)

Access to Confidential Business Information by Certain Contractors and Subcontractors**AGENCY:** Environmental Protection Agency (EPA).**ACTION:** Notice.

SUMMARY: EPA has authorized several contractors and subcontractors for access to information which has been submitted to EPA under various sections of the Toxic Substances Control Act (TSCA). Some of the information may be claimed or determined to be Confidential Business Information (CBI). EPA is issuing this notice to inform submitters of changes in the TSCA CBI access status under these contracts.

FURTHER INFORMATION CONTACT: Michael M. Stahl, Director, TSCA Environmental Assistance Division (TS-799), Office of Toxic Substances, Environmental Protection Agency, Rm. E-545, 401 M St., SW., Washington, DC 20460, (202) 554-1404, TDD: (202) 554-0551.

Access to CBI by the contractors and subcontractors shown in the chart below was announced in earlier Federal Register notices. EPA is issuing this notice to inform submitters of changes in the TSCA CBI access status under these contracts. In accordance with 40 CFR 2.306(j), EPA has determined that the following contractors and subcontractors will require access to CBI submitted to EPA under TSCA to perform successfully work specified under their contracts.

Contract Number	Contractor Name	Contractor Address	Authorized Sections of TSCA	Site Information	Federal Register Publication Cite/Date	Extended Expiration Date
68-D8-0089	Am-Pro Protective Agency	7499 Parklane Rd., Suite 136, Columbia, SC 29223.	All	EPA RTP, NC Facilities	54 FR 46981 (11/8/89).	9/30/91
68-D9-0006	ASCI Corporation	1365 Beverly Rd., McLean, VA 22101.	All	EPA Headquarters	54 FR 46981 (11/8/89).	9/30/91
68-01-7176	Computer Sciences Corporation.	8100 Gatehouse Rd., Falls Church, VA 22042.	All	EPA Headquarters	50 FR 45483 (10/31/85).	11/30/90
68-02-4252	Midwest Research Institute	425 Volker Blvd., Kansas City, MO 64110.	4, 5, 6, 8	EPA Headquarters and Contractor Site.	51 FR 24439 (7/3/86).	12/31/90
68-01-7176	NMI/CRC Systems Incorporated.	11042 Waples Mill Rd., Fairfax, VA 22030.	All	EPA Headquarters	54 FR 46981 (11/8/89).	11/30/90
68-02-3056	Research Triangle Institute	3040 Cornwallis Rd., Research Triangle, NC 27709.	8	Contractor Site	53 FR 37640 (9/27/88).	10/13/92
68-D9-0176	Technical Resources Incorporated.	1000 6th St., SW., Apt. 315, Washington, DC 20460.	5, 6	EPA Headquarters and Contractor Site.	55 FR 780 (1/9/90).	9/30/93

The contractors and subcontractors listed above that are authorized to transfer CBI materials from EPA Headquarters to their facilities will,

upon completing review of the CBI materials, return them to EPA. Contractors and subcontractors requiring access to TSCA CBI at their

facilities will be authorized for such access under the EPA "Contractor Requirements for the Control and Security of TSCA Confidential Business

42 U.S.C. 122(h)

(FRL-3860-3)

Proposed Administrative Agreement**AGENCY:** U.S. Environmental Protection Agency (U.S. EPA).**ACTION:** Proposed settlement.

SUMMARY: U.S. EPA is proposing to settle a claim under section 107 of CERCLA for response costs incurred during removal activities at Dead Creek Site No. 60 in Sauget, Illinois. Respondents have agreed to reimburse U.S. EPA in the amount of \$12,500. U.S. EPA today is proposing to approve this settlement offer because it reimburses U.S. EPA, in part, for costs incurred during U.S. EPA's removal action.

DATES: Comments on this proposed settlement must be received by December 14, 1990.

ADDRESSES: Copies of the proposed settlement are available at the following addresses for review: (It is recommended that you telephone Daniel O'Riordan at (312) 886-4359 before visiting the Region V Office) U.S. Environmental Protection Agency, Region V, Office of Superfund, Remedial and Enforcement Response Branch, 230 South Dearborn Street, Chicago, Illinois 60604.

Comments on this proposed settlement should be addressed to: (Please submit an original and three copies, if possible) Daniel O'Riordan, Community Relations Coordinator, Office of Public Affairs, U.S.

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SUPPLEMENTARY INFORMATION: Dead Creek Site No. 60 is not on the National Priorities List. After receiving reports that Dead Creek was smoldering, U.S. EPA personnel installed a chain link fence on that portion of the creek bordered by Judith Lane on the south and Queeny Avenue to the north in Sauget, Illinois. This prevented anyone from having direct contact with the creek. The Illinois Environmental Protection Agency is studying the Dead Creek as well as other locales in Sauget, and will determine what further action is appropriate.

Respondents are four companies that generated hazardous waste while operating in the area of the Dead Creek. A 30-day period, beginning on the date of publication, is open pursuant to section 122(i) of CERCLA for comments on the proposed settlement.

Comments should be sent to the Office of Public Affairs (5PA-14), U.S. Environmental Protection Agency, Region V, 230 South Dearborn Street, Chicago, Illinois 60604.

Elizabeth Doyle,

Assistant Regional Counsel, United States Environmental Protection Agency.

[FR Doc. 90-26834 Filed 11-13-90; 8:45 am]

BILLING CODE 6560-50-M

(OPTS-140138; FRL-3802-3)

Access to Confidential Business Information by Certain Contractors and Subcontractors**AGENCY:** Environmental Protection Agency (EPA).**ACTION:** Notice.

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68-01-7176	Computer Sciences Corporation.	8100 Gatehouse Rd., Falls Church, VA 22042.	All	EPA Headquarters	50 FR 45483 (10/31/85).	11/30/90
68-02-4252	Midwest Research Institute	425 Volker Blvd., Kansas City, MO 64110.	4, 5, 6, 8	EPA Headquarters and Contractor Site.	51 FR 24439 (7/3/86).	12/31/90
68-01-7176	NMI/CRC Systems Incorporated.	11042 Waples Mill Rd., Fairfax, VA 22030.	All	EPA Headquarters	54 FR 46981 (11/8/89).	11/30/90
68-02-3058	Research Triangle Institute	3040 Cornwallis Rd., Research Triangle, NC 27709.	8	Contractor Site	53 FR 37640 (9/27/88).	10/13/92
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facilities will be authorized for such access under the EPA "Contractor Requirements for the Control and Security of TSCA Confidential Business

Crane
Monitors
Midwest Ruben
Rum Transportation



CERRO COPPER PRODUCTS CO.

P.O. Box 66800

St. Louis, MO 63166-6800

618/337-6000

August 13, 1990

Mr. James Stewart, Esq.
Lowenstein, Sandler, Kohl, Fisher & Boylan
65 Livingston Avenue
Roseland, NJ 07068-1791

RE: USEPA Response Costs for Fencing of Dead Creek Segment B

Dear Jay:

I enclose the executed signature page of the Administrative Order by Consent covering USEPA's cost recovery action for work performed at Dead Creek Site No. 60, also known as Creek Segment B.

I trust that we will be copied on the fully executed document at the time our share of the payment, amounting to \$3,125.00 is due.

Best regards,

Very truly yours,

CERRO COPPER PRODUCTS CO.

Paul Tandler
Vice President

PT/ge

Encl.

bcc: H. L. Schweich
J. R. Matcuk
File



A member of The Marron Group of companies

S200

LOWENSTEIN, SANDLER, KOHL, FISHER & BOYLAN

A PROFESSIONAL CORPORATION

COUNSELLORS AT LAW
65 LIVINGSTON AVENUE
ROSELAND, NEW JERSEY

07068-1791

TELEPHONE (201) 992-8700

FACSIMILE (201) 992-5820

SOMERVILLE OFFICE

TELEPHONE (201) 526-3300

LEE HILLES WERTHEIM
STUART S. YUSEM
KEVIN KOVACS
JOHN L. BERGER
PHYLLIS F. PASTERNAK
RICHARD NIEMIEC
MARY-LYNNE RICIGLIANO
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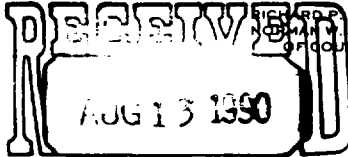
GEORGIA A. MCMILLEN
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SUSAN E. WAELBROECK**
ADAM L. GANS
KAREN E. TRAEGER*

*N.Y. BAR ONLY
**TEXAS BAR ONLY
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ALAN V. LOWENSTEIN
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RICHARD F. RICCI

RICHARD P. BOEHMER
NORMAN W. SPINDEL
OF COUNSEL



BY P. T.

VIA FEDERAL EXPRESS

Paul Tandler, Esq.
Cerro Copper Products
P.O. Box 66800
St. Louis, MO 63166-6800

Re: USEPA Response Costs for Fencing
of Dead Creek Segment B

Dear Paul:

I enclose a copy of Cornell Boggs' letter and attached Administrative Consent Order in the above matter. The Order complies with our previous discussions with USEPA to resolve this matter.

Please execute on behalf of Cerro the signature page and return it to me for distribution.

Cerro's obligation to pay its share of the amount due under the Order does not arise until after USEPA signs the Order to make it effective. Please call me with any questions.

Very truly yours,

James Stewart

JS:her
Enclosure

Dictated but not read.

081090M540/M2377-3

S201

Monsanto

LAW DEPARTMENT

Monsanto Company
800 N. Lindbergh Boulevard
St. Louis, Missouri 63167
Phone: (314) 694-1000

August 8, 1990

VIA FEDERAL EXPRESS

Kenneth Kessler, Esq.
Ruan Transportation
666 Grand Ave.
Des Moines, IA 50309

Paul E. Shorb, III, Esq.
Beveridge & Diamond, P.C.
Suite 700
1350 I St., N.W. Washington, DC 20005

James L. Stewart, Esq.
Lowenstein, Sandler, Kohl, Fisher & Boylan
65 Livingston Ave.
Roseland, NJ 07068

RECEIVED

AUG 9 1990
LOWENSTEIN, SANDLER KOHL
FISHER & BOYLAN, P.A.

Re: Dead Creek Site No. 60
Administrative Order by Consent

Gentlemen:

The EPA Assistant Regional Counsel assigned to Dead Creek Site No. 60, Elizabeth Doyle, telephoned this morning to inform me that she was agreeable to the terms of the attached Administrative Order by Consent. The next step is for each party to submit signature pages to Ms. Doyle at the address listed in the "Order" section at paragraph 3 on page 3. Doyle does not foresee any problems in having Mr. Adamus sign off on the Order, which is subject to a notice and comment period.

Please contact me at (314) 694-6032 if you have any comments or questions.

Sincerely,

N. Cornell Boggs, III

N. Cornell Boggs, III
Environmental Attorney

NCB/tap

attachment

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

IN THE MATTER OF:	)	U.S. EPA DOCKET NO.
)	
DEAD CREEK SITE NO. 60	)	ADMINISTRATIVE ORDER
	)	BY CONSENT
)	
)	
RESPONDENTS:)	
Monsanto Company	)	RE: REIMBURSEMENT OF
Cerro Copper Products Company	)	RESPONSE COSTS.
Midwest Rubber Reclaiming)	
Ruan Transportation)	

JURISDICTION

This Administrative Order on Consent ("Consent Order") is issued pursuant to the authority vested in the President of the United States by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"), Pub. L. No. 99-499, 42 U.S.C. 9622(h)(2). The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987) and further delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-E.

This Administrative Order on Consent is issued to Monsanto Company, Cerro Copper Products Company, Midwest Rubber Reclaiming and Ruan Transportation (hereinafter "Respondents"). The purpose of this Consent Order is for EPA to recover costs incurred at or in connection with the Dead Creek Site No. 60, also known as Dead Creek Segment B, located in Sauget, Illinois, and to resolve the liability of the Respondents for such response costs. Each Respondent agrees to undertake all actions required by the terms and conditions of this Consent Order. Each Respondent further consents to and will not contest EPA's jurisdiction to issue this Consent Order. This Consent Order will be binding upon EPA and shall be binding upon Respondents, their directors, officers, employees, agents, successors and assigns. Each signatory to this Consent Order represents that he or she is fully authorized to enter into the terms and conditions of this Consent Order and to legally bind the party represented by him or her.

STATEMENT OF FACTS

1. Dead Creek Site No. 60, also known as Dead Creek Segment B, is bordered by Judith Lane on the south and Queeny Avenue to the north in Sauget, Illinois (hereinafter "the site").

2. Hazardous substances within the definition of Section 101(14) of CERCLA, 42 U.S.C. 9601(14), have been or are threatened to be released into the environment at or from the site.
3. As a result of the release or threatened release of hazardous substances into the environment, EPA has undertaken response actions at the site under Section 106 of CERCLA, 42 U.S.C. 9606, specifically, installing a chain link fence around the site portion of the Dead Creek, and may require future response actions.
4. In performing this response action, EPA incurred response costs totalling \$49,974.51. Further response costs may be incurred by EPA in the future.
5. The Illinois Environmental Protection Agency has indicated to U.S. EPA that Respondents are responsible for discharges of hazardous substances into the site.
6. EPA and Respondents desire to settle certain claims arising from Respondents' involvement with the site without litigation and without admission or adjudication of any issue of fact or law.

EPA DETERMINATIONS

Based upon the Findings of Fact set forth above EPA has determined that:

1. Dead Creek Site No. 600, also known as Dead Creek Segment B, is a Facility as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. 9601(9).
2. Each Respondent is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. 9601(21).
3. Each Respondent is a responsible party within the meaning of Section 107(a) of CERCLA, 42 U.S.C. 9607(a), and is jointly and severally liable for response costs incurred and to be incurred at or in connection with the site.
4. The past, present or future migration of hazardous substances from the site constitutes an actual or threatened "release" as that term is defined in Section 101(22) of CERCLA, 42 U.S.C. 9601(22).

RESPONDENTS POSITION

1. The consent of the Respondents to the terms of this Order shall not constitute or be construed as an admission of any

past or future liability or of U.S. EPA's Statement of Facts or Determinations.

2. This Order is not intended for the benefit of any third party and may not be enforced by any third party.

ORDER

1. Respondents shall pay to the Hazardous Substance Superfund twelve thousand five hundred dollars (\$12,500) within twenty days of the effective date of this Consent order.
2. Such payment shall be made by certified or cashier's check made payable to "EPA-Hazardous Substance Superfund." The check shall reference the name of Respondents and the site, and shall be sent to:

U.S. EPA Superfund Accounting
P.O. Box 70753
Chicago, Illinois 60673

3. Within twenty days of the effective date of this Order, Respondents shall send a photostatic copy of their check to:

Elizabeth Doyle
Assistant Regional Counsel
U.S. EPA, Region V (5CS-TUB-4)
230 South Dearborn
Chicago, Illinois 60604

4. In addition to any other remedies or sanctions available to EPA, any Respondent who fails or refuses to comply with any term or condition of this Consent Order shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. 9622(h)(3).
5. Subject to Paragraph 6 of this Consent Order, upon payment of the amount specified in Paragraph 1 of this Consent Order, EPA covenants not to sue or to take any other civil or administrative action against Respondents for "Covered Matters." "Covered Matters" shall include any and all civil liability under Section 107(a) of CERCLA, 42 U.S.C. 9607(a), for reimbursement of response costs incurred at or in connection with the site as of August 30, 1990.
6. Nothing in this Consent Order is intended to be nor shall it be construed as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which EPA may have against Respondents for:

- (a) any continuing liability as a result of failure to make the payments required by Paragraph 1 of this Order; or
 - (b) any matters not expressly included in Covered Matters, including, without limitation, any liability for damages to natural resources.
7. Nothing in this Consent Order is intended to be nor shall it be construed as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which EPA may have against any person, firm, corporation or other entity not a signatory to this Consent Order.
 8. EPA and Respondents agree that Respondents signing this Administrative Order by Consent and the payment of the amount required in accordance with Paragraph 1 of this Consent Order does not constitute an admission of any liability by any Respondent and shall not be considered an admission of liability for any purpose. Specifically, Respondents do not admit and retain the right to controvert in any subsequent proceedings, other than proceedings to implement or enforce this Consent Order, the validity of the USEPA Findings of Fact and Determinations contained in this Consent Order.
 9. In consideration of EPA's covenant not to sue in Paragraph 5 of this Consent Order, Respondents agree not to assert any claims or causes of action against the United States or the Hazardous Substance Superfund arising out of the EPA activities in installing a chainlink fence around the site portion of Dead Creek as defined in Paragraph 5 above, or to seek any other costs, damages, or attorney's fees from the United States, its agencies, employees or contractors arising out of such chainlink fence installation activities.
 10. Subject to Paragraph 6 of this Consent Order, EPA agrees that by entering into and carrying out the terms of this Consent Order, Respondents will have resolved their liability to the United States for "Covered Matters" pursuant to Section 113(f)(2) of CERCLA, 42 U.S.C. 9613(f)(2), and shall not be liable for claims for "Covered Matters."
 11. This Consent Order shall be subject to a thirty-day public comment period pursuant to Section 122(i) of CERCLA, 42 U.S.C. 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. 9622(8)(3), EPA may withdraw its consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper or inadequate. In the event the USEPA does withdraw its consent to this Administrative

Order, all findings, determinations, statements, and any other effect of this Order shall be deemed null and void.

12. The effective date of this Consent Order shall be the date upon which EPA issues written notice to Respondents that the public comment period pursuant to Paragraph 11 of this Consent Order has closed and that comments received, if any, do not require modifications of or EPA withdrawal from this Consent Order. The time limitations addressed in paragraph 1 of the "Order" section shall not begin to run for each Respondent until each has received, as evidenced by Certified Mail, a copy of the signed Administrative Order by Consent.

IT IS SO AGREED AND ORDERED:

U.S. Environmental Protection Agency

By: Valdas V. Adamkus
U.S. Environmental Protection
Agency v.

Date

By: 
Paul Tandler

August 13, 1990
Date

Vice President
Title

CERRO COPPER PRODUCTS CO.
Company

LOWENSTEIN, SANDLER, KOHL, FISHER & BOYLAN
A Professional Corporation
Counsellors at Law

65 LIVINGSTON AVENUE
ROSELAND, NEW JERSEY 07068-1791

Telephone (201) 992-8700
Facsimile (201) 992-5820

FACSIMILE TRANSMITTAL SHEET

DELIVER TO: Paul Tandler

FROM: Jay Stewart

FACSIMILE TELEPHONE NUMBER: (418) 337-7273

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CLIENT ID/MATTER NUMBER: M237713

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ADAM L. GANS
KAREN E. TRADGETT

*N.Y. BAR ONLY
**TEXAS BAR ONLY
***CA. BAR ONLY
****FL. BAR ONLY

June 29, 1990

VIA TELECOPIER

PRIVILEGED AND CONFIDENTIAL
ATTORNEY - CLIENT COMMUNICATION

Mr. Paul Tandler
Cerro Copper Products Co.
Queeny Avenue
Sauget, IL 62206

Re: Dead Creek Segment B

Dear Paul:

Attached is the latest redlined version of an Administrative Consent Order with USEPA concerning its response costs at Dead Creek Segment B. The underlined sections are to be deleted, while bold sections without underlining are to be added.

I have no problems with the draft Administrative Consent Order. I will await, however, a call from you before I authorize Cornell Boggs to send the draft Administrative Consent Order to USEPA.

Warmest regards.

Very truly yours,

Jay
James Stewart

JS:her

062990M467/M2377-3

*From Insurance:
Cornell's Insurance*
\$12,500
15 1/4 %
\$3125

S209

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

IN THE MATTER OF:	)	U.S. EPA DOCKET NO.
)	
DEAD CREEK SITE NO. 60	)	ADMINISTRATIVE ORDER
	)	BY CONSENT
)	
RESPONDENTS:)	
Monsanto Company	)	RE: REIMBURSEMENT OF
Cerro Copper Products Company	)	RESPONSE COSTS.
Midwest Rubber Reclaiming)	
Ruan Transportation)	

JURISDICTION

This Administrative Order on Consent ("Consent Order") is issued pursuant to the authority vested in the President of the United States by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"), Pub. L. No. 99-499, 42 U.S.C. 9622(h)(2). The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987) and further delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-E.

This Administrative Order on Consent is issued to Monsanto Company, Cerro Copper Products Company, Midwest Rubber Reclaiming and Ruan Transportation (hereinafter "Respondents"). The purpose of this Consent Order is for EPA to recover costs incurred at or in connection with the Dead Creek Site No. 60, also known as Dead Creek Segment B, located in Sauget, Illinois, and to resolve the liability of the Respondents for such response costs. Each Respondent agrees to undertake all actions required by the terms and conditions of this Consent Order. Each Respondent further consents to and will not contest EPA's jurisdiction to issue this Consent Order. This Consent Order will be binding upon EPA and shall be binding upon Respondents, their directors, officers, employees, agents, successors and assigns. Each signatory to this Consent Order represents that he or she is fully authorized to enter into the terms and conditions of this Consent Order and to legally bind the party represented by him or her.

STATEMENT OF FACTS

1. Dead Creek Site No. 60, also known as Dead Creek Segment B, is bordered by Judith Lane on the south and Queeny Avenue to the north in Sauget, Illinois (hereinafter "the site").

2. Hazardous substances within the definition of Section 101(4) of CERCLA, 42 U.S.C. 9601(14), have been or are threatened to be released into the environment at or from the site.
3. As a result of the release or threatened release of hazardous substances into the environment, EPA has undertaken response actions at the site under Section 106 of CERCLA, 42 U.S.C. 9606, specifically, installing a chain link fence around the site portion of the Dead Creek, and may require future response actions in the future.
4. In performing this response action, EPA incurred response costs totalling \$49,974.51. Further response costs may be incurred by EPA in the future.
5. An Illinois Environmental Protection Agency report, entitled "A Preliminary Hydrogeologic Investigation of the Northern Portion of Dead Creek and Vicinity" (St. John, April 1981), indicates that Respondents are responsible for discharges of hazardous substances into the site.
6. EPA and Respondents desire to settle certain claims arising from Respondents involvement with the site without litigation and without admission or adjudication of any issue of fact or law.

EPA FACTUAL DETERMINATIONS

Based upon the Findings of Fact set forth above EPA has determined that:

1. Dead Creek Site No. 60, also known as Dead Creek Segment B, is a Facility as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. 9601(9).
2. Each Respondent is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. 9601(21).
3. Each Respondent is a responsible party within the meaning of Section 107(a) of CERCLA, 42 U.S.C. 9607(a), and is jointly and severally liable for response costs incurred and to be incurred at or in connection with the site.
4. The past, present or future migration of hazardous substances from the site constitutes an actual or threatened "release" as that term is defined in Section 101(22) of CERCLA, 42 U.S.C. 9601(22).

RESPONDENTS POSITION

1. Each Respondent denies any and all findings of fact and determinations reached by the EPA pursuant to this Administrative Order by Consent.
2. Each Respondent denies any and all past and future liability relating to any matter addressed in or covered by this Administrative Order by Consent.
3. Each respondent contends that the EPA has not produced sufficient evidence to support the inference, belief or fact that the EPA has expended \$49,974.51 in response costs at the site.
4. This Order shall not be admitted as evidence in any proceeding with any entity that is not a party to this agreement.

ORDER

1. Respondents shall pay to the Hazardous Substance Superfund twelve thousand five hundred dollars (\$12,500) within ten twenty days of the effective date of this Consent order.
2. Such payment shall be made by certified or cashier's check made payable to "EPA-Hazardous Substance Superfund." The check shall reference the name of Respondents and the site, and shall be sent to:

U.S. EPA Superfund Accounting
P.O. Box 70753
Chicago, Illinois 60673
3. Respondents shall simultaneously send a photostatic copy of their check to:

Elizabeth Doyle
Assistant Regional Counsel
U.S. EPA, Region V (5CS-TUB-4)
230 South Dearborn
Chicago, Illinois 60604
4. In addition to any other remedies or sanctions available to EPA, any Respondent who fails or refuses, without just cause and reasonable notice to the EPA, to comply with any term or condition of this Consent Order shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. 9622(h)(3).

5. Subject to Paragraph 6 of this Consent Order, upon payment of the amount specified in Paragraph 1 of this Consent Order, EPA covenants not to sue or to take any other civil or administrative action against Respondents for "Covered Matters." "Covered Matters" shall include any and all civil liability under Section 207(a) of CERCLA, 42 U.S.C. 9607(a), for reimbursement of response costs incurred at or in connection with the site as of October 31, 1989 July 13, 1990.
6. Nothing in this Consent Order is intended to be nor shall it be construed as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which EPA may have against Respondents for:
 - (a) any continuing liability as a result of failure to make the payments required by Paragraph 1 of this Order; or
 - (b) any matters not expressly included in Covered Matters, including, without limitation, any liability for damages to natural resources.
7. Nothing in this Consent Order is intended to be nor shall it be construed as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which EPA may have against any person, firm, corporation or other entity not a signatory to this Consent Order.
8. EPA and Respondents agree that the actions undertaken by Respondents signing this Administrative Order by Consent and the payment of the amount required in accordance with Paragraph 1 of this Consent Order do not constitute an admission of any liability by any Respondent, and shall not be considered an admission of liability for any purpose. Specifically, Respondents do not admit and retain the right to controvert in any subsequent proceedings, other than proceedings to implement or enforce this Consent Order, the validity of the USEPA Findings of Fact or and Determinations contained in this Consent Order.
9. In consideration of EPA's covenant not to sue in Paragraph 5 of this Consent Order, Respondents agree not to assert any claims or causes of action against the United States or the Hazardous Substance Superfund arising out of response activities undertaken at the site "Covered Matters" as defined in Paragraph 5 above, or to seek any other costs, damages, or attorney's fees from the United States, its agencies, employees or contractors arising out of response activities undertaken at the site such Covered Matters.

-5-

10. Subject to Paragraph 6 of this Consent Order, EPA agrees that by entering into and carrying out the terms of this Consent Order, Respondents will have resolved their liability to the United States for "Covered Matters" pursuant to Section 113(f)(2) of CERCLA, 42 U.S.C. 9613(f)(2), and shall not be liable for claims for "Covered Matters."
11. This Consent Order shall be subject to a thirty-day public comment period pursuant to Section 122(i) of CERCLA, 42 U.S.C. 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. 9622(8)(3), EPA may withdraw its consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper or inadequate. In the event the USEPA does withdraw its consent to this Administrative Order, all findings, determinations, statements, and any other effect of this order shall be deemed null and void.
12. The effective date of this Consent Order shall be the date upon which EPA issues written notice to Respondents that the public comment period pursuant to Paragraph 11 of this Consent Order has closed and that comments received, if any, do not require modifications of or EPA withdrawal from this Consent Order. The time limitations addressed in paragraph 1 of the "Order" section shall not begin to toll for each Respondent until each has received, as evidenced by Certified Mail, a copy of the Administrative Order by Consent.

-6-

IT IS SO AGREED AND ORDERED:

U.S. Environmental Protection Agency

By: _____
Valdas V. Adamkus
U.S. Environmental Protection
Agency v.

Date

By: _____

Date

Title

Company

LOWENSTEIN, SANDLER, KOHL, FISHER & BOYLAN

A PROFESSIONAL CORPORATION

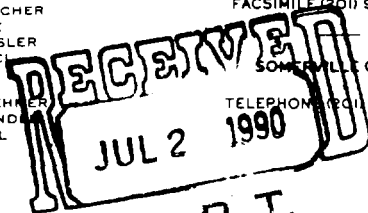
COUNSELLORS AT LAW
65 LIVINGSTON AVENUE
ROSELAND, NEW JERSEY

07068-1791

TELEPHONE (201) 992-8700

FACSIMILE (201) 992-5820

TELEPHONE (201) 526-3300



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RICHARD M. SANDLER
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*N.Y. BAR ONLY
**TEXAS BAR ONLY
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VIA TELECOPIER

**PRIVILEGED AND CONFIDENTIAL
ATTORNEY - CLIENT COMMUNICATION**

Mr. Paul Tandler
Cerro Copper Products Co.
Queeny Avenue
Sauget, IL 62206

Re: Dead Creek Segment B

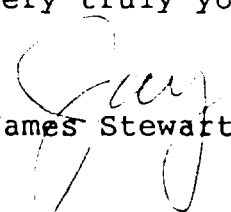
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Warmest regards.

Very truly yours,


James Stewart

JS:her

062990M467/M2377-3

S216

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

IN THE MATTER OF:	)	U.S. EPA DOCKET NO.
)	
DEAD CREEK SITE NO. 60	)	ADMINISTRATIVE ORDER
	)	BY CONSENT
)	
)	
RESPONDENTS:)	
Monsanto Company	)	RE: REIMBURSEMENT OF
Cerro Copper Products Company	)	RESPONSE COSTS.
Midwest Rubber Reclaiming)	
Ruan Transportation)	

JURISDICTION

This Administrative Order on Consent ("Consent Order") is issued pursuant to the authority vested in the President of the United States by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"), Pub. L. No. 99-499, 42 U.S.C. 9622(h)(2). The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987) and further delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-E.

This Administrative Order on Consent is issued to Monsanto Company, Cerro Copper Products Company, Midwest Rubber Reclaiming and Ruan Transportation (hereinafter "Respondents"). The purpose of this Consent Order is for EPA to recover costs incurred at or in connection with the Dead Creek Site No. 60, also known as Dead Creek Segment B, located in Sauget, Illinois, and to resolve the liability of the Respondents for such response costs. Each Respondent agrees to undertake all actions required by the terms and conditions of this Consent Order. Each Respondent further consents to and will not contest EPA's jurisdiction to issue this Consent Order. This Consent Order will be binding upon EPA and shall be binding upon Respondents, their directors, officers, employees, agents, successors and assigns. Each signatory to this Consent Order represents that he or she is fully authorized to enter into the terms and conditions of this Consent Order and to legally bind the party represented by him or her.

STATEMENT OF FACTS

1. Dead Creek Site No. 60, also known as Dead Creek Segment B, is bordered by Judith Lane on the south and Queeny Avenue to the north in Sauget, Illinois (hereinafter "the site").

2. Hazardous substances within the definition of Section 101(4) of CERCLA, 42 U.S.C. 9601(14), have been or are threatened to be released into the environment at or from the site.
3. As a result of the release or threatened release of hazardous substances into the environment, EPA has undertaken response actions at the site under Section 106 of CERCLA, 42 U.S.C. 9606, specifically, installing a chain link fence around the site portion of the Dead Creek, and may require future response actions in the future.
4. In performing this response action, EPA incurred response costs totalling \$49,974.51. Further response costs may be incurred by EPA in the future.
5. An Illinois Environmental Protection Agency report, entitled "A Preliminary Hydrologic Investigation of the Northern Portion of Dead Creek and Vicinity" (St. John, April 1981), indicates that Respondents are responsible for discharges of hazardous substances into the site.
6. EPA and Respondents desire to settle certain claims arising from Respondents involvement with the site without litigation and without admission or adjudication of any issue of fact or law.

EPA FACTUAL DETERMINATIONS

Based upon the Findings of Fact set forth above EPA has determined that:

1. Dead Creek Site No. 60, also known as Dead Creek Segment B, is a Facility as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. 9601(9).
2. Each Respondent is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. 9601(21).
3. Each Respondent is a responsible party within the meaning of Section 107(a) of CERCLA, 42 U.S.C. 9607(a), and is jointly and severally liable for response costs incurred and to be incurred at or in connection with the site.
4. The past, present or future migration of hazardous substances from the site constitutes an actual or threatened "release" as that term is defined in Section 101(22) of CERCLA, 42 U.S.C. 9601(22).

RESPONDENTS POSITION

1. Each Respondent denies any and all findings of fact and determinations reached by the EPA pursuant to this Administrative Order by Consent.
2. Each Respondent denies any and all past and future liability relating to any matter addressed in or covered by this Administrative Order by Consent.
3. Each respondent contends that the EPA has not produced sufficient evidence to support the inference, belief or fact that the EPA has expended \$49,974.51 in response costs at the site.
4. This Order shall not be admitted as evidence in any proceeding with any entity that is not a party to this agreement.

ORDER

1. Respondents shall pay to the Hazardous Substance Superfund twelve thousand five hundred dollars (\$12,500) within ten twenty days of the effective date of this Consent order.
2. Such payment shall be made by certified or cashier's check made payable to "EPA-Hazardous Substance Superfund." The check shall reference the name of Respondents and the site, and shall be sent to:

U.S. EPA Superfund Accounting
P.O. Box 70753
Chicago, Illinois 60673

3. Respondents shall simultaneously send a photostatic copy of their check to:

Elizabeth Doyle
Assistant Regional Counsel
U.S. EPA, Region V (5CS-TUB-4)
230 South Dearborn
Chicago, Illinois 60604

4. In addition to any other remedies or sanctions available to EPA, any Respondent who fails or refuses, **without just cause and reasonable notice to the EPA**, to comply with any term or condition of this Consent Order shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. 9622(h)(3).

5. Subject to Paragraph 6 of this Consent Order, upon payment of the amount specified in Paragraph 1 of this Consent Order, EPA covenants not to sue or to take any other civil or administrative action against Respondents for "Covered Matters." "Covered Matters" shall include any and all civil liability under Section 207(a) of CERCLA, 42 U.S.C. 9607(a), for reimbursement of response costs incurred at or in connection with the site as of October 31, 1989 July 15, 1990.
6. Nothing in this Consent Order is intended to be nor shall it be construed as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which EPA may have against Respondents for:
 - (a) any continuing liability as a result of failure to make the payments required by Paragraph 1 of this Order; or
 - (b) any matters not expressly included in Covered Matters, including, without limitation, any liability for damages to natural resources.
7. Nothing in this Consent Order is intended to be nor shall it be construed as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which EPA may have against any person, firm, corporation or other entity not a signatory to this Consent Order.
8. EPA and Respondents agree that the actions undertaken by Respondents signing this Administrative Order by Consent and the payment of the amount required in accordance with Paragraph 1 of this Consent Order do not constitute an admission of any liability by any Respondent and shall not be considered an admission of liability for any purpose. Specifically, Respondents do not admit and retain the right to controvert in any subsequent proceedings, other than proceedings to implement or enforce this Consent Order, the validity of the USEPA Findings of Fact or and Determinations contained in this Consent Order.
9. In consideration of EPA's covenant not to sue in Paragraph 5 of this Consent Order, Respondents agree not to assert any claims or causes of action against the United States or the Hazardous Substance Superfund arising out of response activities undertaken at the site "Covered Matters" as defined in Paragraph 5 above, or to seek any other costs, damages, or attorney's fees from the United States, its agencies, employees or contractors arising out of response activities undertaken at the site such Covered Matters.

10. Subject to Paragraph 6 of this Consent Order, EPA agrees that by entering into and carrying out the terms of this Consent Order, Respondents will have resolved their liability to the United States for "Covered Matters" pursuant to Section 113(f)(2) of CERCLA, 42 U.S.C. 9613(f)(2), and shall not be liable for claims for "Covered Matters."
11. This Consent Order shall be subject to a thirty-day public comment period pursuant to Section 122(i) of CERCLA, 42 U.S.C. 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. 9622(8)(3), EPA may withdraw its consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper or inadequate. **In the event the USEPA does withdraw its consent to this Administrative Order, all findings, determinations, statements, and any other effect of this order shall be deemed null and void.**
12. The effective date of this Consent Order shall be the date upon which EPA issues written notice to Respondents that the public comment period pursuant to Paragraph 11 of this Consent Order has closed and that comments received, if any, do not require modifications of or EPA withdrawal from this Consent Order. **The time limitations addressed in paragraph 1 of the "Order" section shall not begin to toll for each Respondent until each has received, as evidenced by Certified Mail, a copy of the Administrative Order by Consent.**

IT IS SO AGREED AND ORDERED:

U.S. Environmental Protection Agency

By: _____
Valdas V. Adamkus
U.S. Environmental Protection
Agency v.

Date

By: _____

Date

Title

Company

From the desk of -

HENRY L. SCHWEICH

6/5/90

TO: Paul Tandler

AOK .

ns

S223



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

130 SOUTH DEARBORN ST.

CHICAGO, ILLINOIS 60604

REPLY TO THE ATTENTION OF

MAY 21 1990

N. Cornell Boggs, III
Environmental Attorney
Monsanto Company
800 N. Lindbergh Boulevard
St. Louis, Missouri 63167

Re: Dead Creek Site No. 60
Sauget, Illinois

Dear Mr. Boggs:

This is in response to your letter of April 17, 1990, in which you indicated that the recipients of the United States Environmental Protection Agency's (U.S. EPA's) demand letter regarding Dead Creek Site No. 60 (the site) are interested in reaching a settlement in this matter. As I indicated to you previously, U.S. EPA believes it is in the best interest of all involved to resolve this matter expeditiously.

U.S. EPA does not agree with your argument that an action to recover our response costs is barred by the statute of limitations; rather, it is our position that Section 113(g)(2) of CERCLA, 42 U.S.C. 9613(g)(2), does not apply to pre-1986 removal actions. I am not aware of the 7th Circuit case which has decided this issue in favor of your position. As I indicated to you during our phone conversation last week, U.S. EPA is prepared to defend these costs in litigation, if necessary.

As we discussed, because of the relatively small amount involved, U.S. EPA would be willing to settle this matter for less than our full response costs, in order to conserve scarce resources. I have enclosed a proposed Administrative Order on Consent, to give you an idea of the type of settlement U.S. EPA would be interested in entering. With regard to your offer of payment of \$7,228.10, as I told you, U.S. EPA cannot consider accepting less than twenty-five percent (25%) of our total response costs.

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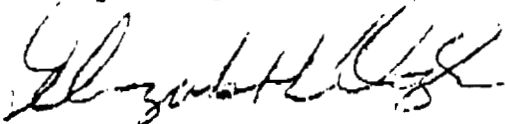
6/4/90 cc. H. L. SCHMIDTCH:

1. OUR EXPENSE TO THIS SETTLEMENT IS \$3125.
2. THE OTHER 3 PARTIES HAVE AGREED TO SETTLE.
3. JAY STONER RECOMMENDS THAT WE JOIN THE OTHERS AND I HAVE GIVEN HIM THE GO-AROUND.

P.T.

I apologize for the delay in responding to your offer. Computer problems in our office made us all realize how dependent we have become on these automated machines. Please do not hesitate to contact me at (312) 886-7951 if you have any questions or would like to discuss this matter further. I appreciate your cooperation in this matter and look forward to hearing from you soon.

Very truly yours,



Elizabeth Doyle
Assistant Regional Counsel

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

IN THE MATTER OF:	)	U.S. EPA DOCKET NO:
)	
DEAD CREEK SITE NO. 60	)	ADMINISTRATIVE ORDER
	)	BY CONSENT
)	
RESPONDENTS:)	
Monsanto Company	)	RE: REIMBURSEMENT OF
Cerro Copper Products Company	)	RESPONSE COSTS.
Midwest Rubber Reclaiming)	
Ruan Transportation)	

JURISDICTION

This Administrative Order on Consent ("Consent Order") is issued pursuant to the authority vested in the President of the United States by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"), Pub. L. NO. 99-499, 42 U.S.C. 9622(h)(2). The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987) and further delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-E.

This Administrative Order on Consent is issued to Monsanto Company, Cerro Copper Products Company, Midwest Rubber Reclaiming and Ruan Transportation (hereinafter "Respondents"). The purpose of this Consent Order is for EPA to recover costs incurred at or in connection with the Dead Creek Site No. 60, also known as Dead Creek Segment B, located in Sauget, Illinois, and to resolve the liability of the Respondents for such response costs. Each Respondent agrees to undertake all actions required by the terms and conditions of this Consent Order. Each Respondent further consents to and will not contest EPA's jurisdiction to issue this Consent Order. This Consent Order will be binding upon EPA and shall be binding upon Respondents, their directors, officers, employees, agents, successors and assigns. Each signatory to this Consent Order represents that he or she is fully authorized to enter into the terms and conditions of this Consent Order and to legally bind the party represented by him or her.

STATEMENT OF FACTS

1. Dead Creek Site No. 60, also known as Dead Creek Segment B, is bordered by Judith Lane on the south and Queeney Avenue to the north in Sauget, Illinois (hereinafter "the site").

2. Hazardous substances within the definition of Section 101(14) of CERCLA, 42 U.S.C. 9601(14), have been or are threatened to be released into the environment at or from the site.

3. As a result of the release or threatened release of hazardous substances into the environment, EPA has undertaken response actions at the site under Section 106 of CERCLA, 42 U.S.C. 9606, specifically, installing a chain link fence around the site portion of the Dead Creek, and may require future response actions in the future.

4. In performing this response action, EPA incurred response costs totalling \$49,974.51. Further response costs may be incurred by EPA in the future.

5. An Illinois Environmental Protection Agency report, entitled "A Preliminary Hydrologic Investigation of the Northern Portion of Dead Creek and Vicinity" (St. John, April 1981), indicates that Respondents are responsible for discharges of hazardous substances into the site.

6. EPA and Respondents desire to settle certain claims arising from Respondents involvement with the site without litigation and without admission or adjudication of any issue of fact or law.

DETERMINATIONS

Based upon the Findings of Fact set forth above EPA has determined that:

1. Dead Creek Site No. 60, also known as Dead Creek Segment B, is a Facility as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. 9601(9).

2. Each Respondent is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. 9601(21).

3. Each Respondent is a responsible party within the meaning of Section 107(a) of CERCLA, 42 U.S.C. 9607(a), and is jointly and severally liable for response costs incurred and to be incurred at or in connection with the site.

4. The past, present or future migration of hazardous substance from the site constitutes an actual or threatened "release" as that term is defined in Section 101(22) of CERCLA, 42 U.S.C. 9601(22).

ORDER

1. Respondents shall pay to the Hazardous Substance Superfund twelve thousand five hundred dollars (\$12,500) within ten days of the effective date of this Consent Order.

2. Such payment shall be made by certified or cashier's check made payable to "EPA-Hazardous Substance Superfund." The check shall reference the name of Respondents and the site, and shall be sent to:

U.S. EPA Superfund Accounting
P.O. Box 70753
Chicago, Illinois 60673

3. Respondents shall simultaneously send a copy of their check to:

Elizabeth Doyle
Assistant Regional Counsel
U.S. EPA, Region V (SCS-TUB-4)
230 South Dearborn
Chicago, Illinois 60604

4. In addition to any other remedies or sanctions available to EPA, any Respondent who fails or refuses to comply with any term or condition of this Consent Order shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. 9622(h)(3).

5. Subject to Paragraph 6 of this Consent Order, upon payment of the amount specified in Paragraph 1 of this Consent Order, EPA covenants not to sue or to take any other civil or administrative action against Respondents for "Covered Matters." "Covered Matters" shall include any and all civil liability under Section 107(a) of CERCLA, 42 U.S.C. 9607(a), for reimbursement of response costs incurred at or in connection with the site as of ~~October 21, 1988~~ *June 31, 1990*

6. Nothing in this Consent Order is intended to be nor shall it be construed as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which EPA may have against Respondents for:

(a) any continuing liability as a result of failure to make the payments required by Paragraph 1 of this Order; or

(b) any matters not expressly included in Covered Matters, including, without limitation, any liability for damages to natural resources.

7. Nothing in this Consent Order is intended to be nor shall it be construed as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which EPA may have against any person, firm, corporation or other entity not a signatory to this Consent Order. *Notwithstanding this Administrative Order by Consent, Respondents shall make the payments required*

8. EPA and Respondents agree that the actions undertaken by Respondents in accordance with Paragraph 1 of this Consent Order *h* *Respondents*

Specifically

and shall not be considered an admission of liability for any purpose.

do not constitute an admission of any liability by any Respondent. Respondents do not admit and retain the right to controvert in any subsequent proceedings, other than proceedings to implement or enforce this Consent Order, the validity of the *USEP* Findings of Fact ~~or~~ Determinations contained in this Consent Order. *and*

9. In consideration of EPA's covenant not to sue in Paragraph 5 of this Consent Order, Respondents agree not to assert any claims or causes of action against the United States or the Hazardous Substance Superfund arising out of ~~response activities undertaken at the site~~, or to seek any other costs, damages, or attorney's fees from the United States, its agencies, employees or contractors arising out of ~~response activities undertaken at the site~~. *such "Covered Matters."*

10. Subject to Paragraph 6 of this Consent Order, EPA agrees that by entering into and carrying out the terms of this Consent Order, Respondents will have resolved their liability to the United States for "Covered Matters" pursuant to Section 113(f)(2) of CERCLA, 42 U.S.C. 9613(f)(2), and shall not be liable for claims for "Covered Matters."

11. This Consent Order shall be subject to a thirty-day public comment period pursuant to Section 122(i) of CERCLA, 42 U.S.C. 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. 9622(i)(3), EPA may withdraw its consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper or inadequate.

12. The effective date of this Consent Order shall be the date upon which EPA issues written notice to Respondents that the public comment period pursuant to Paragraph 11 of this Consent Order has closed and that comments received, if any, do not require modifications of or EPA withdrawal from this Consent Order.

IT IS SO AGREED AND ORDERED:

U.S. Environmental Protection Agency

By: _____
Valdas V. Adamkus
U.S. Environmental Protection Agency
Region V

Date

By: _____

Date

Title

Company

Monsanto

LAW DEPARTMENT

Monsanto Company
800 N. Lindbergh Boulevard
St. Louis, Missouri 63167
Phone: (314) 694-1000

March 15, 1990

James Stewart, Esq.
Lowenstein, Sandler, Kohl,
Fisher & Boylan
65 Livingston Avenue
Roseland, New Jersey 07068

RECEIVED

MAR 16 1990

LOWENSTEIN, SANDLER, KOHL,
FISHER & BOYLAN, P.A.

Re: Dead Creek Site
Sauget, Illinois Site No. 60
EPA Demand for Costs Dated December 27, 1989

Dear Mr. Stewart:

The attached letter was received from Elizabeth Doyle, Assistant Regional Counsel, U.S. EPA, Region 5, in this afternoon's mail. The letter is in response to my letter to Doyle dated January 22, 1990, which was sent to you via facsimile earlier today. I will attempt to contact counsel for the other two companies that were listed as recipients of the EPA demand for costs letter (Midwest Rubber Reclaiming and Ruan Transportation). If you are aware of who counsel for these companies may be, feel free to send them a copy of the Doyle letter.

We can discuss this letter when we meet in Collinsville next week. If you have any questions concerning the above, please call me at (314) 694-6032.

Sincerely,

N. Cornell Boggs, III

N. Cornell Boggs, III
Environmental Attorney

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

230 SOUTH DEARBORN ST.
CHICAGO, ILLINOIS 60604

MAR 15 1990

REPLY TO THE ATTENTION OF:

March 7, 1990

N. Cornell Boggs, III
Environmental Attorney
Monsanto Company
800 N. Lindbergh Boulevard
St. Louis, Missouri 63167

Re: Dead Creek Site No. 60

Dear Mr. Boggs:

This is in response to your letter of January 22, 1990, in which you requested additional information regarding Dead Creek Site No. 60 (the site).

Dead Creek Site No. 60, also known as Creek Segment B, is bordered by Judith Lane on the south and Queeny Avenue to the north in Sauget, Illinois. In 1982, the United States Environmental Protection Agency (U.S. EPA) contracted with a local fence contractor to install a chain link fence around this portion of the Dead Creek. Attached is a computerized summary of U.S. EPA's costs in connection with the site. Monsanto was named as a PRP because its hazardous waste producing facility is upstream of the site and Monsanto is known to have discharged process wastes into the creek prior to 1970.

This information should address the concerns expressed in your January 22, 1990, letter. As we discussed during our phone conversation, it is in both our best interests to resolve this matter expeditiously; however, if U.S. EPA does not receive payment of its demand within thirty (30) days, we will seriously consider initiating litigation in this matter. Should you have any questions regarding this site, please do not hesitate to contact me at (312) 886-7951.

Very truly yours

Elizabeth Doyle
Assistant Regional Counsel

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V

DATE: December 18th, 1989

SUBJECT: Superfund Site No. 60
Dead Creek, IL
Annotated Spur Request

FROM: Richard D. Hackley, Team Leader *R. Hackley*
Management Support Unit
Superfund Accounting Section

THROUGH: Anthony Audia, Chief
Superfund Accounting Section
Financial Management Branch /s/ Anthony Audia, Chief
Superfund Accounting Section

TO: Lynn Peterson, Acting Chief
Solid Waste & Emergency Response Branch

Tom Marks
Regional Cost Recovery Coordinator
Superfund Program Management Branch

The attached Cumulative Cost Summary outlines all of the cumulative cost expenditures in the Integrated Financial Management System for the Dead Creek, IL site.

Also attached are computer reports which list all the obligations and disbursements in the Integrated Financial Management System. One report shows all the hours charged to the site by Region V and Headquarters' personnel, and the salary costs associated with those hours.

We have computed and included for your information Region V's indirect costs. Based on adjustments recommended by the office of inspector General's Superfund audit for Fiscal Years 83 through 87, final indirect cost rates will be \$71.00 (FY83) \$61.00 (FY84), \$53.00 (FY85), \$51.00 (FY86), and \$53.00 (FY87), respectively. FY88, FY89, and FY90 will also be computed at the \$53.00 rate until a final audit for those years is completed and a indirect cost recommendation has been made. The computation is included on an additional cumulative payroll report.

The third report lists all of the non-payroll and indirect cost expenses related to the site, i.e., travel, shipping purchases, state assistance agreement, Interagency Agreement and contractor costs. We have also attached a listing that gives definitions of the various object class codes that may appear on the reports.

If you have any questions or require any additional assistance, please contact Richard Hackley at 3-8838.

Attachments

OBJECT CLASS LIST

OBJECT CLASS	DEFINITION
21.11	Per Diem & Subsistence while on Travel.
21.13	Common Carrier.
21.14	Privately Owned Vehicle.
21.15	Commercial Rental Vehicle.
21.17	Incidental Costs.
22.09	Other Transportation - Other expenses such as parcel post, contractual charges for the transportation and care to things.
	Management & Support Contracts - Contracts for management Support, or administrative requirements not otherwise classified.
25.35	Program Contracts - Planned dollars for contracts which support program operations. Included in this category are contracts for monitoring, for surveillance and analysis, for Regional laboratory analysis and analysis of programs.
25.70	Interagency Agreements - Contracts and agreements with other Government Agencies.
25.76	Site Supervision & Development Interagency Agreements - Agreements for the purpose of construction monitoring, investigating, studying and cleaning up hazardous waste sites or emergency response on spills.
31.06	Protective Equipment and Clothing - Personal.
31.80	Other Equipment valued at more than \$500.
31.90	Other Equipment valued at less than \$500.
41.83	Investigations, Surveys, or Studies Awards to governmental or non-governmental or individuals for investigations, surveys, or studies of solid waste pollution.
41.85	Superfund Remedial Planning & Implementation Awards to organization or individuals for remedial planning or disposal for hazardous materials.

CUMULATIVE COST SUMMARY
DEAD CREEK, IL
SUPERFUND SITE # 60
PREPARED 12/11/89

EPA EXPENDITURES	Cumulative Costs <u>Through October 31, 1989</u>
EPA PAYROLL --	
-- Headquarters	\$ 0.00
-- Regional	6,624.80
INDIRECT COST --	
	4,640.10
EPA TRAVEL --	
-- Headquarters	0.00
-- Regional	1,381.49
FIELD INVESTIGATION TEAM CONTRACT--	
--ECOLOGY AND ENVIRONMENT (68-01-6056)	5,773.12
OTHER EXPENDITURES--	
WDM OFFICE SUPPLIES (58589GGBX)	110.00
--OSC LET CONTRACT(68-01-6620)	30,845.00
--OSC LET CONTRACT(68-85-0151)	400.00
--OSC LET CONTRACT(68-85-0152)	<u>200.00</u>
TOTAL EPA COSTS BEFORE INTEREST	\$ 49,974.51
Pre-Judgement Interest	<u>0.00</u>
TOTAL EPA COSTS FOR DEAD CREEK	\$ 49,974.51
TOTAL COSTS RECOVERED TO DATE	<u>0.00</u>
TOTAL EPA UNRECOVERED COSTS DEAD CREEK	\$ <u><u>49,974.51</u></u>

Please Note: National Contract Laboratory program costs, if incurred, may be significantly understated. These costs do not include any lab costs that may have been billed to EPA prior to FY 1986 and no estimate of the CLP Sample Management Cost (ranges from 6.1 % to 17% of Analytical costs) is provided. A complete accounting of Contract Laboratory Costs is normally provided by VIAR

COST SUMMARY DATE: 11/17/89

Page 1

DEAD CREEK, IL (SSID = 5 60)

Prepared: / /

Cost Data Through Pay Period 3 Of FY 90 Ending 11/17/89

EPA PAYROLL — HEADQUARTERS

DOCUMENTATION: Copies of Applicable Timecards/Timesheets

<u>EMPLOYEE NAME</u>	<u>FISCAL YEAR/ PAY PERIOD</u>	<u>HOURS</u>	<u>AMOUNT (\$)</u>
TOTAL EPA HEADQUARTERS PAYROLL:		<u>0.00</u>	<u>0.00</u>

U.S. EPA REGION V PERSONNEL COST - CUMULATIVE SUMMARY
 HAZARDOUS SUBSTANCE RESPONSE SITE # 5 60
 DEAD CREEK IL
 THROUGH PAY PERIOD 03 OF FISCAL YEAR 1990 ENDING 11/17/89

EMPLOYEE NAME	FISCAL YEAR	PAY PERIOD	OFFICE CODE	PAYROLL HOURS	PAYROLL AMOUNT
BURNETT, YVETTE M.	87	14	L	2.00	16.70
				2.00	16.70
DAGGETT, THOMAS W.	82	21	G	4.00	63.60
	82	22	G	10.00	158.99
	82	23	G	1.00	15.89
	82	24	G	2.00	31.80
	82	25	G	1.00	15.89
	82	26	G	1.00	15.90
	83	02	B	2.00	33.02
	83	11	B	1.00	18.75
	84	13	B	1.00	20.02
	86	05	B	4.50	109.26
	86	06	B	4.00	97.12
	86	07	B	1.00	24.59
	86	08	B	4.00	98.13
				36.50	702.96
DOYLE, ELIZABETH	89	27	B	2.00	39.98
	90	01	B	2.00	39.98
	90	02	B	2.50	51.15
	90	03	B	6.50	132.97
				13.00	264.08
ELAM, MICHAEL H.	82	26	G	0.00	0.00
				0.00	0.00
FENNER, KENNETH A.	82	16	F	7.00	179.86
	82	17	F	8.00	205.55
	82	18	F	1.00	25.70
	82	19	F	3.00	77.08
				19.00	488.19
HOLOSKA, ANTHONY H.	82	21	F	1.00	17.49
	82	22	F	6.00	89.64
				7.00	107.13
MINTZ, THOMAS PATRICK	89	07	B	1.50	25.67
	89	12	B	1.00	17.81

U.S. EPA REGION V PERSONNEL COST - CUMULATIVE SUMMARY
 HAZARDOUS SUBSTANCE RESPONSE SITE # 5 60
 DEAD CREEK IL
 THROUGH PAY PERIOD 03 OF FISCAL YEAR 1990 ENDING 11/17/89

EMPLOYEE NAME	FISCAL YEAR	PAY PERIOD	OFFICE CODE	PAYROLL HOURS	PAYROLL AMOUNT
MINTZ, THOMAS PATRICK	89	14	B	0.70	13.36
	89	15	B	1.70	31.18
	89	18	B	1.00	17.81
				5.90	105.83
O'TOOLE, MICHAEL C.	82	16	F	14.00	192.34
	82	17	F	6.00	82.43
	82	18	F	14.00	192.34
	82	19	F	16.00	219.82
	82	20	F	25.00	343.47
	82	22	F	23.00	315.99
	82	23	F	45.00	618.24
	82	24	F	60.00	835.76
	82	25	F	22.00	302.25
	82	26	F	15.00	206.08
	82	27	F	18.00	248.40
	83	02	F	28.00	384.69
	83	03	F	19.00	271.41
	83	04	F	6.00	88.28
	83	07	F	3.00	46.83
	83	11	F	2.00	31.60
	84	26	F	1.00	16.90
	85	03	F	1.00	16.90
	85	04	F	0.50	8.71
				318.50	4422.44
REED, ROBERT EARL	87	18	B	24.00	194.01
				24.00	194.01
ROSS, MELVIN JR.	85	05	B	9.00	66.51
				9.00	66.51
SMITH, ARTHUR E. JR.	82	19	G	4.00	74.63
	82	22	G	1.00	18.66
				5.00	93.29
SUMMERHAYS, JOHN E.	87	13	L	1.00	20.52
	87	14	L	4.20	86.25
				5.20	106.77

12/06/89

PAGE 3

U.S. EPA REGION V PERSONNEL COST - CUMULATIVE SUMMARY
HAZARDOUS SUBSTANCE RESPONSE SITE # 5 60
DEAD CREEK IL
THROUGH PAY PERIOD 03 OF FISCAL YEAR 1990 ENDING 11/17/89

EMPLOYEE NAME	FISCAL YEAR	PAY PERIOD	OFFICE CODE	PAYROLL HOURS	PAYROLL AMOUNT
THOMAS, MARK DANIEL	89	12	B	3.00	37.93
	89	13	B	1.00	12.65
	89	14	B	0.50	6.31
				4.50	56.89
				449.60	6624.80

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US EPA REGION V INDIRECT COST (IDC) ALLOCATION - CUMULATIVE SUMMARY
HAZARDOUS SUBSTANCE RESPONSE SITE # 5 60
DEAD CREEK IL
THROUGH PAY PERIOD 3 OF FISCAL YEAR 1990

<u>ACCOUNTING PERIOD</u>	<u>FISCAL YEAR</u>	<u>PAYROLL HOURS</u>	<u>INDIRECT RATE</u>	<u>INDIRECT COSTS</u>
FISCAL YEAR	83	58.00	71.00	4118.00
FISCAL YEAR	84	1.00	61.00	61.00
FISCAL YEAR	85	1.50	53.00	79.50
FISCAL YEAR	87	7.20	53.00	381.60
TOTAL :		67.70		4640.10

US EPA REGION V INDIRECT COST (IDC) ALLOCATION - CUMULATIVE SUMMARY
 HAZARDOUS SUBSTANCE RESPONSE SITE # 5 60
 DEAD CREEK IL
 THROUGH PAY PERIOD 3 OF FISCAL YEAR 1990

EMPLOYEE NAME	FISCAL YEAR	OFFICE CODE	PAY PERIOD	PAYROLL HOURS	INDIRECT RATES	INDIRECT COSTS
O'TOOLE, MICHAEL C.	83	F	02	28.00	71.00	1988.00
		F	03	19.00	71.00	1349.00
		F	04	6.00	71.00	426.00
		F	07	3.00	71.00	213.00
		F	11	2.00	71.00	142.00
O'TOOLE, MICHAEL C.				58.00		4118.00
TOTAL PER FISCAL YEAR	83			58.00		4118.00
O'TOOLE, MICHAEL C.	84	F	26	1.00	61.00	61.00
TOTAL PER FISCAL YEAR	84			1.00		61.00
O'TOOLE, MICHAEL C.	85	F	03	1.00	53.00	53.00
		F	04	0.50	53.00	26.50
O'TOOLE, MICHAEL C.				1.50		79.50
TOTAL PER FISCAL YEAR	85			1.50		79.50
BURNETT, YVETTE M.	87	L	14	2.00	53.00	106.00
SUMMERHAYS, JOHN E.	87	L	13	1.00	53.00	53.00
		L	14	4.20	53.00	222.60
SUMMERHAYS, JOHN E.				5.20		275.60
TOTAL PER FISCAL YEAR	87			7.20		381.60
				67.70		4640.10

COST SUMMARY DATE: 11/17/89
DEAD CREEK, IL (SSID = 5 60)
Prepared: / /
Cost Data Through 11/17/89

Page 1

EPA TRAVEL - HEADQUARTERS

DOCUMENTATION: Copies of Travel Authorizations, Travel Vouchers
and Treasury Schedules

<u>EMPLOYEE NAME</u>	<u>FISCAL YEAR</u>	<u>TRAVEL AUTHORIZATION NO.</u>	<u>AMOUNT</u>	<u>PAID TREASURY SCHEDULE NUMBER AND TRANSACTION DATE</u>
----------------------	------------------------	-------------------------------------	---------------	---

TOTAL EPA HEADQUARTERS TRAVEL \$ 0.00

COST SUMMARY DATE: 11/17/89
DEAD CREEK, IL (SSID = 5 60)
Prepared: / /
Cost Data Through 11/17/89

Page 1

EPA TRAVEL - REGIONAL

DOCUMENTATION: Copies of Travel Authorizations, Travel Vouchers
and Treasury Schednles

<u>EMPLOYEE NAME</u>	<u>FISCAL YEAR</u>	<u>TRAVEL AUTHORIZATION NO.</u>	<u>AMOUNT</u>	<u>PAID TREASURY SCHEDULE NUMBER AND TRANSACTION DATE</u>
O'TOOLE, MICHAEL C.	82	0TRTS22999	110.00	T5033 07/27/82
		000TS22999	40.65	5A818 08/03/82
		0TRTS23199	110.00	T5036 08/18/82
		000TS23199	58.93	5A973 09/14/82
		0TRTS23310	110.00	T5036 08/18/82
		000TS23310	235.50	5A973 09/14/82
		0TRTS23419	110.00	T5038 09/21/82
		000TS23419	68.02	51012 09/15/82
		0TRTS23608	120.00	T5042 09/26/82
		000TS23608	56.28	51076 09/26/82
	83	0TRTS30315	104.00	T5009 12/04/82
		000TS30315	71.97	5A194 11/16/82
		0TRTS30004	117.00	T5002 11/04/82
		000TS30004	69.14	5A176 11/15/82
			SUBTOTAL \$	1381.49
			TOTAL EPA REGIONAL TRAVEL \$	1381.49

COST SUMMARY DATE: 11/17/89
DEAD CREEK, IL (SSID = 5 60)
Prepared: / /
Cost Data Through 11/17/89

Page 1

FIELD INVESTIGATION TEAM (FIT) CONTRACT

CONTRACTOR: ECOLOGY AND ENVIRONMENT

CONTRACT NO: 68-01-6056

PROJECT OFFICER:

DATES OF SERVICE: FROM: / / TO: / /

SUMMARY OF SERVICE:

TOTAL CONTRACTOR COST: \$ 5773.12

DOCUMENTATION: Copies of Applicable Paid Vouchers and Treasury Schedules

VOUCHER NUMBER -----	VOUCHER DATE -----	VOUCHER AMOUNT -----	TREASURY SCHEDULE NUMBER AND TRANSACTION DATE -----	SITE AMOUNT -----
	/ /	0.00	82118 07/23/88	5773.12

COST SUMMARY DATE: 12/06/89
DEAD CREEK, IL (SSID = 5 60)
Prepared: / /
Cost Data Through 11/17/89

Page 1

OTHER EXPENDITURES (OTH)

CONTRACTOR:

CONTRACT NO: 58589GGEX

PROJECT OFFICER:

DATES OF SERVICE: FROM: / / TO: / /

SUMMARY OF SERVICE:

TOTAL CONTRACTOR COST: \$ 110.00

DOCUMENTATION: Copies of Applicable Paid Vouchers and Treasury Schedules

<u>VOUCHER NUMBER</u>	<u>VOUCHER DATE</u>	<u>VOUCHER AMOUNT</u>	<u>TREASURY SCHEDULE NUMBER AND TRANSACTION DATE</u>	<u>SITE AMOUNT</u>
	/ /	0.00	5A668 03/03/83	110.00

COST SUMMARY DATE: 12/06/89
DEAD CREEK, IL (SSID = 5 60)
Prepared: / /
Cost Data Through 11/17/89

Page 1

OTHER EXPENDITURES (OTH)

CONTRACTOR:

CONTRACT NO: 68-01-6620

PROJECT OFFICER:

DATES OF SERVICE: FROM: / / TO: / /

SUMMARY OF SERVICE:

TOTAL CONTRACTOR COST: \$ 30485.00

DOCUMENTATION: Copies of Applicable Paid Vouchers and Treasury Schedules

<u>VOUCHER NUMBER</u>	<u>VOUCHER DATE</u>	<u>VOUCHER AMOUNT</u>	<u>TREASURY SCHEDULE NUMBER AND TRANSACTION DATE</u>		<u>SITE AMOUNT</u>
	/ /	0.00	07014	10/12/82	14755.00
	/ /	0.00	07141	11/26/82	14755.00
	/ /	0.00	07272	01/27/83	975.00

COST SUMMARY DATE: 12/06/89
DEAD CREEK, IL (SSID = 5 60)
Prepared: / /
Cost Data Through 11/17/89

Page 1

OTHER EXPENDITURES (OTH)

CONTRACTOR:

CONTRACT NO: 68-85-0152

PROJECT OFFICER:

DATES OF SERVICE: FROM: / / TO: / /

SUMMARY OF SERVICE:

TOTAL CONTRACTOR COST: \$ 200.00

DOCUMENTATION: Copies of Applicable Paid Vouchers and Treasury Schedules

<u>VOUCHER NUMBER</u>	<u>VOUCHER DATE</u>	<u>VOUCHER AMOUNT</u>	<u>TREASURY SCHEDULE NUMBER AND TRANSACTION DATE</u>	<u>SITE AMOUNT</u>
	/ /	0.00	07650 08/27/82	200.00

COST SUMMARY DATE: 12/06/89
DEAD CREEK, IL (SSID = 5 60)
Prepared: / /
Cost Data Through 11/17/89

Page 1

OTHER EXPENDITURES (OTH)

CONTRACTOR:

CONTRACT NO: 68-85-0151

PROJECT OFFICER:

DATES OF SERVICE: FROM: / / TO: / /

SUMMARY OF SERVICE:

TOTAL CONTRACTOR COST: \$ 400.00

DOCUMENTATION: Copies of Applicable Paid Vouchers and Treasury Schedules

<u>VOUCHER NUMBER</u>	<u>VOUCHER DATE</u>	<u>VOUCHER AMOUNT</u>	<u>TREASURY SCHEDULE NUMBER AND TRANSACTION DATE</u>	<u>SITE AMOUNT</u>
	/ /	0.00	07647 08/25/82	400.00



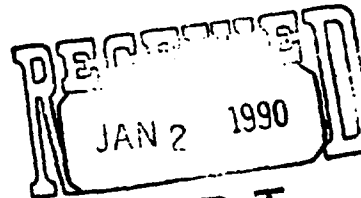
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
230 SOUTH DEARBORN ST.
CHICAGO, ILLINOIS 60604

cc. HES
JMG
Mike R.
(Frog)
R. Brown
J. Parnell

REPLY TO THE ATTENTION OF:

5HSM-12

DEC 27 1989



BY P. T.

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Cerro Copper Products Company
P.O. Box 681
East St. Louis, Illinois 62202

RE: Dead Creek Site, Sauget, Illinois Site No. 60

Dear Sir or Madam:

The United States Environmental Protection Agency (U.S. EPA) in cooperation with the Illinois Environmental Protection Agency has been conducting response actions to address contamination at the Dead Creek Site in Illinois. U.S. EPA took these actions under authority of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., as subsequently amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. 99-499 (CERCLA as amended). Prior to undertaking these response actions, U.S. EPA determined that there was a release or threatened release of hazardous substances from the Dead Creek Site.

During the response, U.S. EPA undertook several actions at the site. This included the erection of 4,146 feet of cyclone fencing to enclose the contamination and to prevent entry into this abandoned disposal area.

Response costs associated with this site have been incurred by U.S. EPA. The approximate U.S. EPA response costs identified up to December 18, 1989 for the above referenced Site are \$49,974.51. A summary is enclosed.

Information available to U.S. EPA indicates among other things that you are potentially responsible for the release, or threat of release of hazardous substances from the site. Pursuant to the provisions of Section 107(a) of CERCLA, as amended, and based on evidence currently available to the Agency, U.S. EPA believes that you may be liable for the payment of all costs incurred by U.S. EPA in connection with the site. The potentially responsible parties are jointly and severally liable for the whole amount.

Such payment must be made to the U.S. EPA Hazardous Substances Superfund established pursuant to Section 221 of CERCLA, as amended, which is administered by U.S. EPA. Please send your check to U.S. EPA - Region V,

Attn: Superfund Accounting, P.O. Box 70753, Chicago, Illinois 60673. Place the site identification number on the check. Please send a copy of your payment check to Shirley Dorsey, U.S. EPA, Region V, Waste Management Division (5HSM-TUB7), 230 South Dearborn Street, Chicago, Illinois 60604.

We hereby request that you make restitution by payment of the amount in this letter plus interest, together with any sums hereafter expended by the Agency in connection with the site pursuant to authority of CERCLA, as amended. Pursuant to Section 107(a) of CERCLA, as amended, interest shall begin accruing as of the date of this demand, if payment is not received within thirty (30) days of the date of this letter.

If you desire to discuss your liability with U.S. EPA, please contact Elizabeth Doyle, Assistant Regional Counsel, in writing not later than thirty (30) days after the date of this letter. Ms. Doyle may also be reached by phone at (312) 886-7951.

If we do not receive a response from you within this time frame, the U.S. EPA will assume that you have declined to reimburse the Fund for the site expenditures, and pursuant to CERCLA, as amended, U.S. EPA may pursue civil litigation against you.

The name of other potentially responsible parties (PRPs) receiving this request for payment are enclosed with this letter to facilitate organization among the identified parties concerning payment. The PRPs should work out an allocation among themselves to apportion costs.

Sincerely yours,

John Kelley
John Kelley, Chief
Superfund Program Management Branch

Enclosures

cc: William Child, Director
Division of Land Pollution Control
Illinois Environmental Protection Agency
2200 Churchill Road
P.O. Box 19276
Springfield, Illinois 62794-9276

DEAD CREEK POTENTIALLY RESPONSIBLE PARTY LIST

1. Cerro Copper Products Company
P.O. Box 681
East St. Louis, IL 62202
2. Midwest Rubber Reclaiming
P.O. Box 2349
East St. Louis, IL 602202
3. Ruan Transportation
Box 855
DesMoines, IA 50304
4. Monsanto Chemical Company
500 Monsanto Avenue
Sauget, IL 62206-1198

**CUMULATIVE COST SUMMARY
DEAD CREEK, IL
SUPERFUND SITE # 60
PREPARED 12/11/89**

EPA EXPENDITURES		Cumulative Costs Through October 31, 1989	
EPA PAYROLL —			
— Headquarters	\$		0.00
— Regional			6,624.80
INDIRECT COST —			
			4,640.10
EPA TRAVEL —			
-- Headquarters			0.00
-- Regional			1,381.49
FIELD INVESTIGATION TEAM CONTRACT—			
--ECOLOGY AND ENVIRONMENT (68-01-6056)			5,773.12
OTHER EXPENDITURES—			
WDM OFFICE SUPPLIES (58589GGBX)			110.00
--OSC LET CONTRACT(68-01-6620)			30,845.00
--OSC LET CONTRACT(68-85-0151)			400.00
--OSC LET CONTRACT(68-85-0152)			<u>200.00</u>
TOTAL EPA COSTS BEFORE INTEREST	\$		49,974.51
Pre-Judgement Interest			<u>0.00</u>
TOTAL EPA COSTS FOR DEAD CREEK	\$		49,974.51
TOTAL COSTS RECOVERED TO DATE			<u>0.00</u>
TOTAL EPA UNRECOVERED COSTS DEAD CREEK	\$		49,974.51

Please Note: National Contract Laboratory program costs, if incurred, may be significantly understated. These costs do not include any lab costs that may have been billed to EPA prior to FY 1986 and no estimate of the CLP Sample Management Cost (ranges from 6.1 % to 17% of Analytical costs) is provided. A complete accounting of Contract Laboratory Costs is normally provided by VIAR



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

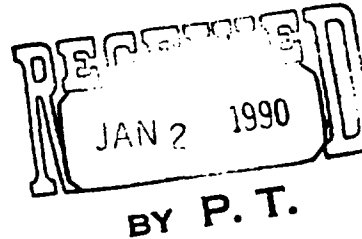
230 SOUTH DEARBORN ST.

CHICAGO, ILLINOIS 60604

REPLY TO THE ATTENTION OF:

5HSM-12

DEC 27 1989



CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Cerro Copper Products Company
P.O. Box 681
East St. Louis, Illinois 62202

RE: Dead Creek Site, Sauget, Illinois Site No. 60

Dear Sir or Madam:

The United States Environmental Protection Agency (U.S. EPA) in cooperation with the Illinois Environmental Protection Agency has been conducting response actions to address contamination at the Dead Creek Site in Illinois. U.S. EPA took these actions under authority of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., as subsequently amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. 99-499 (CERCLA as amended). Prior to undertaking these response actions, U.S. EPA determined that there was a release or threatened release of hazardous substances from the Dead Creek Site.

During the response, U.S. EPA undertook several actions at the site. This included the erection of 4,146 feet of cyclone fencing to enclose the contamination and to prevent entry into this abandoned disposal area.

Response costs associated with this site have been incurred by U.S. EPA. The approximate U.S. EPA response costs identified up to December 18, 1989 for the above referenced Site are \$49,974.51. A summary is enclosed.

Information available to U.S. EPA indicates among other things that you are potentially responsible for the release, or threat of release of hazardous substances from the site. Pursuant to the provisions of Section 107(a) of CERCLA, as amended, and based on evidence currently available to the Agency, U.S. EPA believes that you may be liable for the payment of all costs incurred by U.S. EPA in connection with the site. The potentially responsible parties are jointly and severally liable for the whole amount.

Such payment must be made to the U.S. EPA Hazardous Substances Superfund established pursuant to Section 221 of CERCLA, as amended, which is administered by U.S. EPA. Please send your check to U.S. EPA - Region V,

Attn: Superfund Accounting, P.O. Box 70753, Chicago, Illinois 60673. Place the site identification number on the check. Please send a copy of your payment check to Shirley Dorsey, U.S. EPA, Region V, Waste Management Division (5HSM-TUB7), 230 South Dearborn Street, Chicago, Illinois 60604.

We hereby request that you make restitution by payment of the amount in this letter plus interest, together with any sums hereafter expended by the Agency in connection with the site pursuant to authority of CERCLA, as amended. Pursuant to Section 107(a) of CERCLA, as amended, interest shall begin accruing as of the date of this demand, if payment is not received within thirty (30) days of the date of this letter.

If you desire to discuss your liability with U.S. EPA, please contact Elizabeth Doyle, Assistant Regional Counsel, in writing not later than thirty (30) days after the date of this letter. Ms. Doyle may also be reached by phone at (312) 886-7951.

If we do not receive a response from you within this time frame, the U.S. EPA will assume that you have declined to reimburse the Fund for the site expenditures, and pursuant to CERCLA, as amended, U.S. EPA may pursue civil litigation against you.

The name of other potentially responsible parties (PRPs) receiving this request for payment are enclosed with this letter to facilitate organization among the identified parties concerning payment. The PRPs should work out an allocation among themselves to apportion costs.

Sincerely yours,

John Kelley

John Kelley, Chief
Superfund Program Management Branch

Enclosures

cc: William Child, Director
Division of Land Pollution Control
Illinois Environmental Protection Agency
2200 Churchill Road
P.O. Box 19276
Springfield, Illinois 62794-9276

DEAD CREEK POTENTIALLY RESPONSIBLE PARTY LIST

1. Cerro Copper Products Company
P.O. Box 681
East St. Louis, IL 62202
2. Midwest Rubber Reclaiming
P.O. Box 2349
East St. Louis, IL 602202
3. Ruan Transportation
Box 855
Des Moines, IA 50304
4. Monsanto Chemical Company
500 Monsanto Avenue
Sauget, IL 62206-1198

**CUMULATIVE COST SUMMARY
DEAD CREEK, IL
SUPERFUND SITE # 60
PREPARED 12/11/89**

EPA EXPENDITURES	Cumulative Costs Through October 31, 1989
EPA PAYROLL —	
-- Headquarters	\$ 0.00
-- Regional	6,624.80
INDIRECT COST —	
	4,640.10
EPA TRAVEL —	
-- Headquarters	0.00
-- Regional	1,381.49
FIELD INVESTIGATION TEAM CONTRACT—	
--ECOLOGY AND ENVIRONMENT (68-01-6056)	5,773.12
OTHER EXPENDITURES—	
WDM OFFICE SUPPLIES (58589GGBX)	110.00
--OSC LET CONTRACT(68-01-6620)	30,845.00
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Pre-Judgement Interest	<u>0.00</u>
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TOTAL COSTS RECOVERED TO DATE	<u>0.00</u>
TOTAL EPA UNRECOVERED COSTS DEAD CREEK	\$ <u><u>49,974.51</u></u>

Please Note: National Contract Laboratory program costs, if incurred, may be significantly understated. These costs do not include any lab costs that may have been billed to EPA prior to FY 1986 and no estimate of the CLP Sample Management Cost (ranges from 6.1 % to 17% of Analytical costs) is provided. A complete accounting of Contract Laboratory Costs is normally provided by VIAR



Winnipeg
314/241-9090

9/15 1:30 PM
US EPA 10/1/12
US EPA 10/1/12

Winnipeg to get up a kitchen with
large (brown kitchen) and come
to discuss a possible response

Looking for
to Commission for
to Commission for
to Commission for
to Commission for

Can from the front
9/11

June 30, 1987

Mr. Warren L. Smull
General Superintendent - Environmental Affairs
Monsanto Chemical Company
500 Monsanto Avenue
Sauget, Illinois 62206-1198

Dear Warren:


We are in receipt of your letter of June 8, 1987, with respect to the fence erected by Monsanto at the direction of the U. S. EPA, which encloses an area of approximately five acres designated by the EPA as "Dead Creek Area G" in Sauget, Illinois. Your total construction costs with respect to the erection of this fence was \$11,838.00. You have asked me to participate in the cost of erection of this fence by the forwarding to you my check, payable to Monsanto, in the amount of \$3,946.00.

Enclosed please find check, payable to the Monsanto Chemical Company, in the amount of \$3,946.00. This check represents, as I understand from your letter, payment for 1/3 of the total construction cost of the fence.

This payment is being made to Monsanto solely with the understanding that it is made in a spirit of cooperation and mutual best interest in response to the U. S. EPA's communications to me, Monsanto and others, and in no way represents or shall constitute an admission by me of any liability for the conditions at "Dead Creek Area G". In addition, the payment is not and shall not constitute an admission by me on behalf of myself or others, of any responsibility or proportionate share of responsibility for the alleged conditions at "Dead Creek Area G". Since I have never been involved in any business or other activity with respect to substances alleged to be present at the site, I do not believe I have any responsibility for the condition alleged to be present at "Dead Creek Area G" and doubt whether a per capita share of costs is proper or appropriate with respect to any potential remedial action required at the site or the cost thereof. Your receipt of my check is Monsanto's agreement that the payment is subject to the conditions and terms stated above.

Monsanto's cooperation with me, Cerro, the EPA and others, is appreciated and we look forward to cooperating with you and Cerro on a continuing basis with respect to resolving this matter.

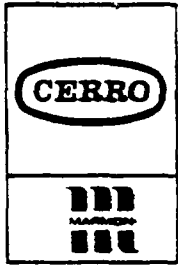
Sincerely,


Harold Wiese

HW:nv

cc: Jack Molloy, Monsanto Chemical Company, Sauget, Illinois
cc: Paul Tandler, Cerro Copper Products Company, Sauget, Illinois

S258



CERRO COPPER PRODUCTS CO.

A member of The Marmon Group of companies

June 24, 1987

EXPRESS MAIL
Certified RRR

Ms. Susan Swales, 5 HE-12
U.S. EPA Region V
Waste Management Division
CERCLA Enforcement Section
230 South Dearborn Street
Chicago, IL 60604

RE: Dead Creek - Area G, Sauget Site, Sauget, Illinois

Dear Ms. Swales:

This letter is the response of Cerro Copper Products Co. (Cerro) to your information request dated May 19 and received May 26, 1987 in the above matter. Before answering the specific questions, Cerro provides the following preliminary statement:

I. SARA §122(e) SETTLEMENT PROCEDURES

We note that in paragraph 2 on page 1 of your information request, you indicate that you are notifying Cerro of potential liability pursuant to SARA §122(e). The settlement provisions of §122(e) are applicable whenever the president "determines that a period of negotiation...would facilitate an agreement with potentially responsible parties for taking response action."

Cerro agrees with EPA that negotiation is appropriate for the above Site and we welcome the opportunity to discuss this Site with EPA. To further those negotiations, Cerro is hereby requesting the information to which it

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A member of The Marmon Group of companies

Ms. Susan Swales, 5 HE-12
U.S. EPA Region V
June 24, 1987
Page 2

is entitled under SARA §122(e), including the names and addresses of other potentially responsible parties, the nature of the substances and volumes of such substances from each potentially responsible party to the Site and a ranking by volume of potentially responsible parties. We also need to obtain complete and accurate copies of all sampling and analysis from the area G site. To our knowledge the only data currently in the possession of U.S. EPA is that provided by IEPA based upon sampling and analysis performed by its contractor, Ecology & Environment. It is our understanding that the scope of work being performed by Ecology & Environment for IEPA is not intended to obtain representative results, but is directed toward obtaining "hot spot" data. Accordingly, we are not in a position to vouch for either the accuracy or the representative nature of the data. After receiving this information, Cerro will use the 120-day moratorium on remedial action contained in SARA §122(e) to evaluate the data and discuss the appropriate response to conditions at the Site with EPA.

II. AREA G

A. Cerro Does Not Own "Area G"

As we understand it, Area G comprises approximately 4 or more acres of land to the south of New Queeny Avenue between Dead Creek and Route 3 in Sauget. Cerro owns less than 20% of Area G. The land it owns consists of a triangular lot of approximately 3/4 acres that Cerro has owned since February 1969. The lot is undeveloped land. During its ownership, Cerro

CERRO COPPER PRODUCTS CO.

A member of The Marmon Group of companies

Ms. Susan Swales, 5 HE-12
U.S. EPA Region V
June 24, 1987
Page 3

has never conducted any commercial or industrial activities on the parcel and never permitted others to conduct any activity on the parcel. To the extent Cerro may be deemed an owner of "Area G" at all, its ownership is limited to the 3/4 acre triangular parcel.

Cerro knows of no disposal of hazardous substances on the 3/4 acre parcel during its ownership and, therefore, submits that it acquired the property after such disposal took place. In 1969 when Cerro acquired the property from the Village of Sauget, it did not know and it had no reason to know that hazardous substances were disposed of on the property. In 1969, Cerro knew that the property had been used as a borrow pit and then filled and re-graded with what Cerro believed was clean fill.

Cerro submits that these circumstances should relieve it from liability as owner of the 3/4 acre parcel that is part of "Area G". The facts concerning the ownership of the 3/4 acre parcel are elaborated upon in the answers given below to EPA's specific questions.

B. Cerro is Not a Generator or Transporter to "Area G"

Other than its ownership of the 3/4 acre parcel as described above, Cerro has absolutely no connection with Area G. Cerro never generated any hazardous substances, transported such substances, stored, disposed of or arranged for the disposal of such substances at either the 3/4 acre parcel that Cerro owns or the remainder of Area G.

CERRO COPPER PRODUCTS CO.

A member of The Marmon Group of companies

Ms. Susan Swales, 5 HE-12
U.S. EPA Region V
June 24, 1987
Page 4

III. LIMITATION TO RESPONSES

Cerro understands from page 6 of your information request that the information sought relates only to the operation of Area G and to the transportation, storage, and/or disposal of hazardous substances or the generation of hazardous substances which were ultimately disposed of or offered for disposal at the Dead Creek/Area G Sauget Site. Cerro's responses conform to this limitation.

IV. SPECIFIC RESPONSES

1. We know of no person who may have arranged for disposal or treatment, or arranged for transportation for disposal or treatment of waste materials, including hazardous substance, at the Site or to the Site. See Preliminary Statement.

2. Early in the year 1948 a parcel of property was acquired by the Lewin-Mathes Company. On July 26, 1948 Lewin Mathes Company transferred to the Village of Monsanto a portion of that property including a triangular segment about 3/4 of an acre, at the southeast corner which is included in Area G. Lewin-Mathes Company was subsequently acquired by Cerro de Pasco Corporation, which in turn was later merged into the Marmon Group of companies, which is now the sole owner of Cerro Copper Products Co.

On February 7, 1969 the 3/4 acre triangular parcel was purchased by Cerro from the Village of Sauget (formerly Village of Monsanto):

(a) Attached hereto are copies of the following which are all of the documents that are currently in Cerro's possession regarding the

CERRO COPPER PRODUCTS CO.

A member of The Marmon Group of companies

Ms. Susan Swales, 5 HE-12
U.S. EPA Region V
June 24, 1987
Page 5

ownership of Dead Creek - Area G, Sauget Site:

Exhibit A - Warranty Deed by Lewin-Mathes Co., dated July 26, 1948,
granting the 3/4 acre property to the Village of
Monsanto, Illinois.

Exhibit B - Village ordinance describing "Tract 2" available for public
sale.

Exhibit C - Survey dated March 8, 1970.

Exhibit D - Quit Claim Deed dated February 7, 1969.

(b) Throughout the time when Cerro or related companies owned the
Site, they never arranged for any use of the Site by any other party
or parties. Cerro itself never used the Site. See Preliminary
Statement.

3. The following information about the Site that is currently in Cerro's
possession is provided:

- (a) Appended hereto, Exhibit E, is a legal description of the property.
- (b) There are no underground utilities on the property.
- (c) There are no surface structures on the property.
- (d) There are 2 monitoring wells on the property which were installed
by the Illinois Environmental Protection Agency on January 26, 1987.
- (e) There are no storm water drainage systems, sanitary sewer system,
past or present, including septic tanks, subsurface disposal
fields and other ground structures on this property, nor, to our
knowledge have there been any in the past.

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Ms. Susan Swales, 5 HE-12
U.S. EPA Region V
June 24, 1987
Page 6

(f) There have been no additions, demolitions or changes of any kind on or under or about the Site during Cerro's ownership; and there are no planned additions, demolitions or other changes to the site. When the 3/4 acre parcel was owned by the Village of Sauget it was excavated and used as a borrow pit and then brought back to natural grade by the addition of fill. See Preliminary Statement.

(g) Appended hereto, Exhibit F is a representative drawing of the Site that is in our possession. Cerro may have numerous drawings and maps of it's plant site that may include the 3/4 acre parcel that Cerro owns or other portions of Area G within the area they depict. Cerro will provide access to any such maps on request.

4. Throughout Cerro's ownership of the 3/4 acre parcel there have been no activities or business at the Site with respect to purchasing, receiving, processing, storing, treating, disposing or otherwise handling hazardous substances or materials at the Site. See Preliminary Statement.

5. Appended hereto, Exhibit G, is a copy of a laboratory report concerning the analysis of a groundwater sample drawn from one of the two monitoring wells described in 3-d, above. The sample was drawn by the Illinois EPA on March 24, 1987 and was provided to us in accordance with an Access Agreement that exists between Cerro and IEPA. Also appended, Exhibit H, are analyses of soil samples taken by IEPA on January 26 and 27, 1987 and provided

CERRO COPPER PRODUCTS CO.
A member of The Marmco Group of companies

Ms. Susan Swales, 5 HE-12
U.S. EPA Region V
June 24, 1987
Page 7

to us as above.

6. Additional investigations of the soil and/or water quality on or about the Site may be performed in the future by Cerro's consultants, contingent on information that we expect to receive from IEPA pursuant to the Access Agreement. As indicated above, Cerro intends to cooperate with EPA in accordance with the SARA §122(e) provisions and may conduct investigations as part of that cooperation.

7. Cerro knows of no person or persons having knowledge or information about the generation, transportation, treatment, disposal or other handling of hazardous substances or chemicals on or about the Site.

8. Cerro has never used, purchased, generated, treated, disposed, transported or otherwise handled any hazardous substances or materials at the Site or that were transported to or ultimately disposed of at the Site.

9. Cerro has never used, purchased, generated, treated, disposed, transported or otherwise handled waste materials or substances such as PCB's, PCP, PAH's, chlorobenzenes, xylenes, 4-4 DDE, chlorinated solvents or ketones at the Site or that were transported to or ultimately disposed of at the Site.

10. There are no occasions known to Cerro when waste material was released on to the top soil of this Site. Based on discussions with EPA and IEPA, Cerro believes those Agencies have data that suggest waste material was released into or on the top soil at the Site. Cerro has no information as to when such releases may have occurred, how they may have

CERRO COPPER PRODUCTS CO.

A member of The Marmon Group of companies

Ms. Susan Swales, 5 HE-12

U.S. EPA Region V

June 24, 1987

Page 8

occurred, what amount of materials or substances were so released, nor what individual or individuals may have been responsible for such release. Cerro understands that E & E, on behalf of IEPA, has conducted an investigation of the Site. Groundwater and soil samples relating to Area G that Cerro split with IEPA and had analyzed separately are attached as Exhibit G & H. To date, the only action known to Cerro taken in response to the releases is the construction of a fence around Area G.

11. No soil has ever been removed during Cerro's ownership of the 3/4 acre parcel. While the parcel was owned by the Village of Sauget between 1948 and 1969, it was used as a borrow pit and soil was excavated. Cerro has no other information concerning soil excavation at the Site or concerning the amount of excavation or by whom.

If you require clarification of the above responses or further information concerning the Site, Cerro will gladly supplement these responses. Although it does not believe that it is liable for conditions at the Site, Cerro remains willing to cooperate with EPA concerning the Site. Cerro has already shown its concern for the environment by funding, with Monsanto Co. and others, the cost of fencing Area G in response to EPA's decision that the Area must be fenced. Cerro's willingness to cooperate and its agreement to fund in part the cost of fencing of Area G are not to be taken as any admission of any fact or issue of liability concerning Cerro's ownership of a portion of Area G. Cerro reserves the right to seek reimbursement from the Superfund for its contribution to the costs of constructing the

CERRO COPPER PRODUCTS CO.

A member of The Marmon Group of companies

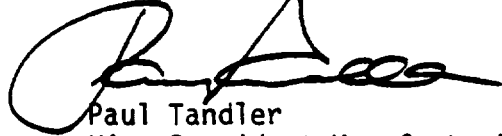
Ms. Susan Swales, 5 HE-12
U.S. EPA Region V
June 24, 1987
Page 9

fence. Nonetheless, Cerro chose to do the environmentally responsible thing and construct the fence now and leave for later the determination of who ultimately should pay for the fencing. Cerro, as a responsible member of the community, remains willing to cooperate further in the future.

Very truly yours,

CERRO COPPER PRODUCTS CO.

A member of The Marmon Group of companies



Paul Tandler
Vice President-Manufacturing

PT/ge

Enclosures

bcc: H. L. Schweich
S. A. Silverstein
M. Rodburg, Lowenstein, Sandler, et al
J. Patterson, Patterson Assoc. Inc.
R. Webb, Marmon Group
~~File (2)~~



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

230 SOUTH DEARBORN ST.

CHICAGO, ILLINOIS 60604

REPLY TO THE ATTENTION OF:

June 1987
18
Warren L. Smull
General Superintendent
Environmental Affairs
Monsanto Chemical Company
500 Monsanto Avenue
Sauget, Illinois 62206-1198

3-45 pm
D. Jones

Re: Dead Creek-Sauget Site G

Dear Mr. Smull:

This letter is an acknowledgment of the work performed by Monsanto Chemical Company ("Monsanto") with respect to the construction of a security fence around Dead Creek-Sauget Site G ("the Site"). The Site is an approximate 7 acre tract of land located immediately south of Queeny Avenue, west of Dead Creek, north of an agricultural field and east of a local engineering company.

The United States Environmental Protection Agency ("U.S. EPA") became involved with the Site at the request of the Illinois Environmental Protection Agency. In its Action Memorandum of April 29, 1987, U.S. EPA determined that (i) hazardous substances had been released into the environment at the Site and (ii) a response action under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), 42 U.S.C. §9601, et seq., is necessary to mitigate an imminent and substantial threat to public health, welfare and the environment from these hazardous substances. Specifically, the U.S. EPA determined that the necessary action would be the construction of a security fence around the Site.


As a result of these determinations, U.S. EPA contacted certain potentially responsible parties ("PRPs"), both by telephone and in writing, so that they would have the opportunity to perform the work that the U.S. EPA required for the Site. On April 15, 1987, U.S. EPA gave Monsanto telephonic notice of the U.S. EPA's intent to fence the Site. During the course of this telephone conversation, Monsanto was offered the opportunity to attend a meeting between U.S. EPA and the property owners of the Site to discuss the possibility of the construction of the security fence by private parties. Although, at the time of this telephone conversation, U.S. EPA had not determined that Monsanto

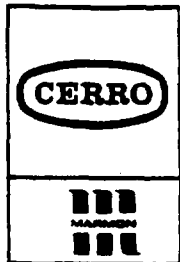
was a PRP, U.S. EPA felt that Monsanto should be contacted based upon Monsanto's involvement with other sites in Sauget. On April 24, 1987, approximately one and a half hours before this meeting, Monsanto informed the U.S. EPA by telephone that it was willing to construct the fence. Subsequently, Monsanto erected the security fence around the Site according to U.S. EPA's specifications. No order was issued to Monsanto under Section 106 of CERCLA.

It is to be understood that both Monsanto and the U.S. EPA reserve all of their rights and defenses in regard to this action. Monsanto's construction of the fence was voluntary and was not based on any admission of liability in this matter. Likewise, the U.S. EPA's decision to allow Monsanto to perform the work in lieu of federal action does not preclude the U.S. EPA from seeking a recovery of any cost it has incurred, either now or in the future.

If you have any questions concerning this matter, you may contact Mr. Thomas Mintz at (312) 886-6600.

Sincerely yours,


Basil G. Constantelos, Director
Waste Management Division



CERRO COPPER PRODUCTS CO.

A member of The Marmon Group of companies

bcc: H. L. Schweich
J. R. Matcuk - Attachment
S. A. Silverstein

~~_____~~
bbcc: H. W. Wiese

June 15, 1987

Monsanto Chemical Company
500 Monsanto Avenue
Sauget, IL 62206-1198

Attention: Mr. Warren L. Small
General Superintendent,
Environmental Affairs

Dear Warren:

Monsanto, Cerro and others were directed by U.S.EPA to fence an area of approximately 5 acres known as Area "G" in Sauget, Illinois. Monsanto, as a responsible and conscientious member of the community, constructed the fence at a cost of approximately \$12,000 and has asked Cerro to pay one-third.

Cerro is willing to join Monsanto in its commendable effort to fund the construction of the fence at Area "G". Enclosed is Cerro's check in the sum of \$3,946 in payment of one-third of the construction cost.

Please understand that this payment is made in a spirit of cooperation and mutual best interests, and in no way represents an admission by Cerro of any liability for conditions at Area "G". Nor is the payment an admission by Cerro of its (or other's) proportionate share for the alleged conditions. Indeed, we have substantial doubt as to whether a simple per capita sharing of costs is appropriate for any substantial expenditures associated with potential remedial action at that site.

However, we will and do look forward to working cooperatively with you in this endeavor, as well as other projects intended to improving the environment in this area.

Best regards,

Sincerely,

CERRO COPPER PRODUCTS CO.
A member of The Marmon Group of companies


Paul Tandler
Vice President-Manufacturing

PT/ge

Enclosure - Check

cc: J. Molloy, Monsanto Company
W. Wittenberg, Greensfelder, Hemker, Wiese, Gale & Chappelow, P.C.
(Attorney for H. W. Wiese)

S270

Cover letter for check to Monsanto

Dear :

OK

Both Monsanto & Cerro ^{and others} were directed by USEPA to fence an area of approximately 5 acres known as Area "G" in Sauget, Ill. Monsanto, as a responsible and conscientious member of the Community, constructed the fence at a cost of \$12,000 and has asked Cerro to pay one-third

~~APPROX~~

OK

Cerro is willing to ~~join~~ ^{in its} join Monsanto ^{Community} to ~~the~~ funding the construction of the fence at Area G. ~~Enclosed~~ ^{is} Cerro's check in the sum of ~~\$4,000~~ ³⁹⁴⁶ in payment of one-third of the construction cost.

This payment is made to you in a spirit of cooperation and mutual best interests.

You should understand, however, that ^{this} payment of ~~\$4,000~~ ^{any} ~~is~~ ^{is} in no way an admission by Cerro of liability for conditions at Area G. ^{Proportionate} Payment is an admission by Cerro of its ~~or other contribution~~ share for those conditions. By making this payment, Cerro is in no way indicating that it will fund one-third, or ^{necessarily} to any degree, potential future remedial action at Area G. We will and do look forward to working cooperatively with you, however, ~~the~~ ^{in this instance.}

S271

entirely without prejudice and is

Indeed we have substantial doubt as to whether a simple per capita sharing of costs ~~is~~ ^{is} appropriate for any substantial costs associated with the ~~area~~

Monsanto

Monsanto Chemical Company
500 Monsanto Ave.
Sauget, Illinois 62206-1198
Phone: (618) 271-5835

June 8, 1987

Mr. Paul Tandler
Cerro Copper Products Company
P.O. Box 681
East St. Louis, Illinois 62202

Mr. Harold Wiese
Wiese Planning & Engineering, Inc.
1445 Woodson Road
St. Louis, Missouri 63132

Dear Sirs:

On April 23 I met with your representatives, Mr. Sanford Silverstein and Mr. Walter Wittenberg, concerning the written requests Cerro and Wiese had received from USEPA-V and a similar verbal request received by Monsanto concerning fencing of "Site G". Monsanto's decision to respond affirmatively to the USEPA-V was discussed and I suggested that if each of you wished to participate, we could split the cost three ways for lack of a better basis for allocating the cost. They responded to the effect that you were willing to fence the area, but first planned to meet with USEPA-V to insure that your legal rights were not compromised by doing same.

On April 24, prior to their meeting with USEPA-V, we advised USEPA-V of our intentions and as you are aware have proceeded to fence the site to USEPA-V requirements.

Attached is the purchase order and invoice from our contractor, Granite Fence Co. Total cost of the work including two minor extras requested by USEPA-V during the course of the work but excluding our overhead cost was \$11,838.00.

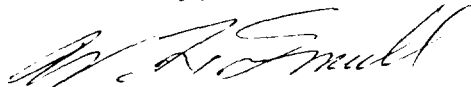
S272

6/10/87 Hank: I recommend we pay our
ONE-THIRD PORTION OF THE COST AS
REQUESTED.
cc J.R. Matlock
For 6/11/87
OK Ann H.L.S.

Mr. Paul Tandler
Mr. Harold Wiese
June 8, 1987
Page 2

Assuming that you remain willing to participate in the fencing project, would each of you please forward to my attention a check for one-third of this cost, \$3,946.00, payable to Monsanto Company.

Sincerely,



Warren L. Smull
General Superintendent
Environmental Affairs

/bjj
Attachment

cc: Mr. Jack Molloy, Monsanto Company
Mr. Sanford Silverstein, Cerro Copper Products Company
Mr. Walter Wittenberg, Greensfelder, Hemker, Wiese
Gale & Chappelow, P.C.

CERRO COPPER PRODUCTS CO.

AUTHORITY FOR MISCELLANEOUS CHECKS

☒ ST. LOUIS ☐ SHERBINA ☒ NEW ROSS

ISSUE CHECK PAYABLE TO:

DATE

6/11 19 87

Monsanto Company

500 MONSANTO RD

ST. LOUIS, MO 63103-1198

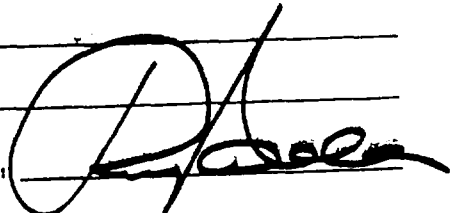
\$ 3946.00

REASON: To Recovered Monies for Fence
Construction Costs

ACCOUNTING DISTRIBUTION: ☒

REQUESTED BY:

APPROVED BY:





18th & EDISON AVE., GRANITE CITY, IL 62040

Invoice

NO. 13268

DATE 5-19-87

SOLD TO

Monsanto Company
W. G. Krumrich Plant
Sauget, IL 62201

Attn: Accounts Payable Dept.

SHIPPED TO

Site G Fence Project

OUR ORDER NO.	YOUR ORDER NO.	SALESMAN	TERMS	SHIPPED VIA	Ppd. or Coll.
	BX09375		Net 30		
QUANTITY	DESCRIPTION			PRICE	AMOUNT

Fencing per contract

Extra work orders:

Install 4 padlocks

Install 4 signs

MAY 22 1987

Plus tax

Total

11,217.

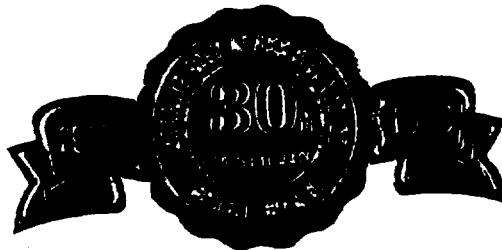
40.

116.

11,453.

325.

11,838.



S275

Monsanto

MONSANTO COMPANY
500 MONSANTO AVE.
W.G. KRUMMRICH PLANT
Sauget, Illinois 62206-1198
Phone: (618) 271-5835

MECHANICAL SUPPLY PURCHASE ORDER

DATE	LOC.	NUMBER
05/04/87	0003	BX0937

PLEASE SHOW THIS PURCHASE ORDER NUMBER ON INVOICE
SHIPPING LABEL, BILL OF LADING AND FREIGHT BILL

BILLING AND SHIPPING INSTRUCTIONS

BILL TO

SHIPPING INSTRUCTIONS

MARK EACH ITEM WITH MC NUMBER
SHOW MONSANTO PURCHASE ORDER NO. ON EACH PACKAGE DRAY SLIP, BILL OF LADING SHIPPING NOTICE
& INVOICE.
ALL SHIPMENTS MUST CONTAIN PACKING LIST & INDICATED CARTON.
DELIVER BETWEEN 8 AM AND 3 PM MONDAY THROUGH FRIDAY.
SHIP VIA CHEAPEST ROUTING UNLESS OTHERWISE SPECIFIED BELOW.
THREE INVOICES PER P.O. AND NET PRICE FOR EACH ITEM WITH ALL COST COMPONENTS LISTED SEPARATELY.
ACKNOWLEDGE ORDER IMMEDIATELY, ADVISING SHIPPING DATA TO ATTN: SIGNEE

MONSANTO COMPANY

500 MONSANTO AVE.
W.G. KRUMMRICH PLANT
Sauget, Illinois 62206-1198
ATTN: ACCOUNTS PAYABLE DEPT.

SHIP TO	ROUTE	TERMS
SHIPPING POINT	BEST METHOD	NET 30

SELLER

GRANITE FENCE CO.


P. O. BOX 400

GRANITE CITY

IL 62040

SHIP TO

MONSANTO COMPANY
500 MONSANTO AVE.
W.G. KRUMMRICH PLANT
Sauget, Illinois 62206-1198

MCC	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE
	1	JOB	INSTALL 9 GAUGE CHAIN LINK FENCE AROUND THE PERIMETER OF SITE G. FENCE SHALL BE 6 FEET TALL WITH 3 STRANDS OF BARE WIRE ON TOP OF FENCE. FENCE LINE SHALL BE CLEARED OF TREES AND SCHRUBBERY. ALL FENCE POSTS SHALL BE DRIVEN. ONE 20 FT WIDE GATE AND 3, 3 FEET WIDE WALK THRU GATES SHALL BE INSTALLED UNDER THE DIRECTION OF THE US EPA. WORK SHALL COMPLY WITH THE HEALTH AND SAFETY PLAN FOR THIS PROJECT. DATE REQUIRED 05/01/87	11297.00
TOTAL PURCHASE ORDER AMOUNT				11,297.00
ILLINOIS SALES TAX APPLIES. IF THE MATERIAL ORDERED ON THIS PURCHASE ORDER IS CLASSIFIED AS HAZARDOUS BY OSHA STANDARD 29 CFR 1910.1200 PLEASE INSURE A MATERIAL SAFETY DATA SHEET (MSDS) IS SUBMITTED WITH THE FIRST SHIPMENT. MSDS SHOULD BE SENT ATTN: INDUSTRIAL HYGIENE				
				
S276				
THIS IS LAST PAGE OF PURCHASE ORDER - PAGE 1				

DELIVERY REQUIRED _____ OR SOONER _____

SALES TAX APPLIES: ☒ ADD TO INVOICE

USE TAX APPLIES: ☐ ADD TO INVOICE

PURCHASE EXEMPT FROM SALES/USE TAX ☐

BY SHIPPING THE ABOVE GOODS OR BY ACKNOWLEDGING RECEIPT OF THIS ORDER, HEREAFTER CALLED "CONTRACT," YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH ON THE FACE SIDE AND THE REVERSE SIDE HEREOF. ANY DIFFERENT OR ADDITIONAL TERMS IN YOUR ACCEPTANCE OF THIS OFFER ARE HEREBY OBJECTED TO.

BUYER: J. J. CHRISTIAN

AUTHORIZED BY



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

230 SOUTH DEARBORN ST.

CHICAGO, ILLINOIS 60604

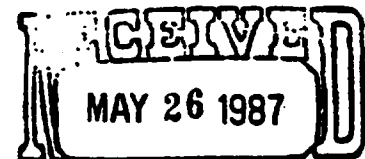
REPLY TO THE ATTENTION OF:

5HE-12

MAY 19 1987

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

SEARCHED INDEXED
SERIALIZED FILED
MAY 20 1987
FBI - CHICAGO



BY P. T.

RE: Dead Creek-Area G
Sauget Site
Sauget, Illinois

Dear Sir or Madam:

The United States Environmental Protection Agency (U.S. EPA) has documented the release or threatened release of hazardous pollutants and contaminants at the above referenced site, and is planning to spend public funds to investigate and control the release or threatened release at this site. Unless the U.S. EPA determines that a potentially responsible party will properly and promptly perform such action, the U.S. EPA will itself perform such action pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9601, et seq., (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613 (1986)(SARA).

The U.S. EPA has information that you may be a potentially responsible party. According to Section 107 of CERCLA, potentially responsible parties who may be liable include the current and former owners or operators of the site, and persons who generated the hazardous substance or were involved in the transport, treatment, or disposal of them at the site. Therefore, pursuant to Section 122(e) of SARA, the purpose of this letter is to notify you of your potential liability with respect to this site.

Under Section 107(a) of CERCLA, potentially responsible parties may be liable for costs incurred by the government, through the use of public funds, in responding to any release or threatened release from the site. Such costs can include, but are not limited to, expenditures for planning, investigation, studies, clean-up, and enforcement.

The U.S. EPA is seeking to obtain certain information from you pursuant to its authority under Section 104 of CERCLA, 42 U.S.C. §9604, and Section 3007 of the Resource Conservation and Recovery Act (RCRA) as amended, 42 U.S.C. §6927, for the purpose of enforcing CERCLA and RCRA and for the purposes of assisting in determining the need for response to a release of hazardous substance(s) under CERCLA. The Administrator of the U.S. EPA has the authority to require

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any person who generates, stores, treats, transports, disposes, arranges for the disposal of, or otherwise handles hazardous wastes and hazardous substances, as those terms are defined in Section 1004(5) of RCRA, 42 U.S.C. 6903(5) and Section 101(14) of CERCLA, 42 U.S.C. 9601(14), to furnish the U.S. EPA with information related to such activities. Pursuant to these statutory provisions, you are hereby requested to submit the information requested below.

1. Identify all persons, including yourself, who may have arranged for disposal or treatment or arranged for transportation for disposal or treatment of waste materials, including hazardous substances, at the Site or to the Site. In addition, identify the following:
 - a. The persons with whom you or such other persons made such arrangements;
 - b. Every date on which such arrangements took place;
 - c. For each transaction, the nature of the waste material or hazardous substance, including the chemical content, characteristics, physical state (e.g., solid, liquid), and the process for which the substance was used or the process which generated the substance;
 - d. The owner of the waste materials or hazardous substances so accepted or transported;
 - e. The quantity of the waste materials or hazardous substances involved (weight or volume) in each transaction and the total quantity for all transactions;
 - f. All tests, analyses, and analytical results concerning the waste materials;
 - g. The person(s) who selected the Site as the place to which the waste materials or hazardous substances were to be transported;
 - h. The amount paid in connection with each transaction, the method of payment, and the identity of the person from whom payment was received;
 - i. Where the person identified in g., above, intended to have such hazardous substances or waste materials transported and all evidence of this intent;
 - j. Whether the waste materials or hazardous substances involved in each transaction were transshipped through, or were stored or held at, any intermediate site prior to final treatment or disposal;
 - k. What was actually done to the waste materials or hazardous substances once they were brought to the Site;
 - l. The final disposition of each of the waste materials or hazardous substances involved in such transactions;

- m. The measures taken by you to determine the actual methods, means, and site of treatment or disposal of the waste material and hazardous substances involved in each transaction;
 - n. The type and number of containers in which the waste materials or hazardous substances were contained when they were accepted for transport, and subsequently until they were deposited at the Site, and all markings on such containers;
 - o. The price paid for (i) transport or (ii) disposal or (iii) both, for each waste material and hazardous substances;
 - p. All documents containing information responsive to a.-p. above, or in lieu of identification of all relevant documents, provide copies of all such documents;
 - q. All persons with knowledge, information, or documents responsive to a.-p., above.
2. State the dates during which you owned, operated or leased the Site and provide copies of all documents evidencing or relating to such ownership, operation or lease arrangement (e.g. deeds, leases, etc.). Also provide the following:
- a. Copies of any and all documents regarding the use and ownership of Dead Creek-Area G, Sauget Site including, but not limited to, deeds, contracts, leases, substances, purchase agreements, and correspondence.
 - b. A description of any arrangement made for the use of the site including, but not limited to, deeds, contracts, leases, substances, and purchase agreements. This description shall include the following:
 - a. Names of parties
 - b. Duration of parties
 - c. A general description of the terms of arrangement.
3. Provide information about the Site, including but not limited to the following:
- a. Property boundaries, including a written legal description;
 - b. Location of underground utilities (telephone, electrical sewer, water main, etc.)
 - c. Surface structures (e.g., buildings, tanks, etc.);
 - d. Ground water wells, including drilling logs;

- e. Storm water drainage system, and sanitary sewer system, past and present, including septic tank(s), subsurface disposal field(s) and other underground structures; and where, when and how such systems are emptied.
 - f. Any and all additions, demolitions or changes of any kind on, under or about the Site, its physical structures or to the property itself (e.g., excavation work); and any planned additions, demolitions or other changes to the site; and
 - g. All maps and drawings of the Site in your possession.
- 4. Describe the nature of your activities or business at the Site, with respect to purchasing, receiving, processing, storing, treating, disposing, or otherwise handling hazardous substances or materials at the Site.
 - 5. Provide all reports, information or data related to soil, water (ground and surface), or air quality and geology/hydrogeology at and about the Site. Provide copies of all documents containing such data and information, including both past and current aerial photographs as well documents containing analysis or interpretation of such data.
 - 6. Are you or your consultants planning to perform any investigations of the soil, water (ground or surface), geology, hydrogeology or air quality on or about the Site? If so, identify:
 - a. What the nature and scope of these investigations will be;
 - b. The contractors or other persons that will undertake these investigations;
 - c. The purpose of the investigations;
 - d. The dates when such investigations will take place and be completed; and
 - e. Where on the Site such investigations will take place.
 - 7. Identify all persons having knowledge or information about the generation, transportation, treatment, disposal or other handling of hazardous substances or chemicals by you, your contractors, or by prior owners and/or operators.
 - 8. Did you ever use, purchase, generate, store, treat, dispose, transport or otherwise handle any hazardous substances or materials? If the answer to the preceding question is anything but an unqualified "no," identify:
 - a. The chemical composition, characteristics, physical state (e.g., solid, liquid) of each hazardous substance;
 - b. Who supplied you with such hazardous substances;
 - c. How such hazardous substances were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;

- d. When such hazardous substances were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
 - e. Where such hazardous substances were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you; and
 - f. The quantity of such hazardous substances used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you.
9. Did you ever use, purchase, generate, treat, dispose, transport or otherwise handle waste materials or substances such as polychlorinated biphenils (PCBs), pentachlorophenol (PCP), polynuclear aromatic hydrocarbons (PAHs), chlorobenzenes, xylenes, 4-4 DDE, chlorinated solvents and ketones? If the answer to the preceding question is anything but an unqualified "no," identify:
- a. The chemical composition, characteristics, physical state (e.g., solid, liquid) of the waste material, or substances;
 - b. Who supplied you with the waste materials or substances;
 - c. How these waste materials or substances were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
 - d. Where these waste materials or substances and petroleum products were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
 - e. When these waste materials or substances and petroleum products were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
 - f. The quantity of these waste materials or substances and petroleum products that were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
10. Were hazardous materials thrown, spilled, poured, leaked or in any way released into or onto the top soil, ground or floor on the Site? If the answer to the preceding question is anything besides an unqualified "no," identify:
- a. When such releases occurred;
 - b. How the release occurred;
 - c. What amount of waste materials or substances and petroleum products was so released;
 - d. Where such releases occurred;
 - e. Any and all activities undertaken in response to each such release or threatened release, and all agencies notified of such release or threatened release.

- f. Any and all investigations of the circumstances, nature, extent or location of each release or threatened release including, the results of any soil, water (ground and surface), or air testing that was undertaken.
 - g. All persons with information relating to these releases.
11. Has soil ever been excavated or removed from the Site?
Unless the answer to the preceding question is anything besides an unequivocal "no," identify:
- a. Amount of soil excavated;
 - b. Location of excavation;
 - c. Manner and place of disposal and/or storage of excavated soil;
 - d. Dates of soil excavation;
 - e. Identity of persons who excavated or removed the soil;
 - f. Reason for soil excavation;
 - g. Whether the excavation or removed soil contained hazardous materials and why the soil contained such materials;
 - h. All analyses or tests and results of analyses of the soil that was removed from the site.
 - i. All persons, including contractors, with information about question 11, (a) through (h) of this Information Request.

Your response to this information request should be sent to:

Ms. Susan Swales SHE-12
U.S. EPA - Region V
Waste Management Division
CERCLA Enforcement Section
230 South Dearborn Street
Chicago, Illinois 60604

The information sought pursuant to this request pertains to any and all information in your possession, custody or control relating to the operation of the above referenced site and to the transportation, storage, and/or disposal of hazardous substances or the generation of hazardous substances which were ultimately disposed of or offered for disposal at the Dead Creek-Area G Sauget Site.

The purpose of this information request, "shipping documents" shall mean all contracts, agreements, purchase orders, requisitions, pick-up or delivery tickets, customs forms, freight bills, shipping memoranda, order forms, weight tickets, work orders, manifests, shipping orders, packing slips, bills of lading, invoices, bills and any other similar documents that evidence discrete transactions involving shipment, or the arrangement for shipment, of waste

materials to, through, or from, the above referenced site. "Waste materials" shall mean hazardous substances, solid wastes and hazardous wastes, and other materials which may or may not contain pollutants or contaminants, and shall include reclaimed and off-specification materials of any kind.

The information sought herein must be sent to U.S. EPA within thirty (30) calendar days of your receipt of this letter. Under Section 3008 of RCRA, 42 U.S.C. §6928, failure to comply with this request may result in an order requiring compliance or in a civil action for appropriate relief. These provisions also provide for civil penalties. Failure to comply with this request may also result in a civil enforcement action being brought against you by U.S. EPA under Section 104 of CERCLA, 42 U.S.C. §9604.

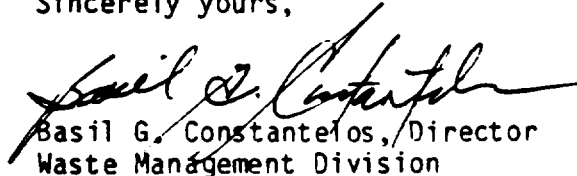
The information requested herein must be provided notwithstanding its possible characterization as confidential information or trade secrets. You may request, however, that any such information be handled as confidential business information. A request for confidential treatment must be made when the information is provided, since any information not so identified will not be accorded this protection by the U.S. EPA. Information claimed as confidential will be handled in accordance with the provisions of 40 C.F.R. Part 2.

The written statements submitted pursuant to this request must be notarized and submitted under an authorized signature certifying that all information contained therein is true and accurate to the best of the signatory's knowledge and belief. Moreover, any documents submitted to Region V pursuant to this information request should be certified as true and authentic to the best of the signatory's knowledge and belief. Should the signatory find at any time after the submittal of the requested information, that any portion of the submitted information is false or incomplete, the signatory should so notify the U.S. EPA. If any answer certified as true should be found to be untrue, the signatory can and may be prosecuted pursuant to 18 U.S.C. §1001.

If you need further information regarding this letter, you may contact Ms. Susan Swales at (312) 886-7336, or Mr. David Favero at (312) 886-4749. If you have any legal questions, contact Mr. Thomas Mintz at (312) 886-6600.

Due to the nature of the problem at this site and the attendant legal ramifications, the U.S. EPA strongly encourages you to submit a written response to the information request within the time frame specified herein. We hope you will give this matter your immediate attention.

Sincerely yours,


Basil G. Constantelos, Director
Waste Management Division

CERRO COPPER PRODUCTS CO.

A member of The Marmon Group of companies

INTERNAL MEMORANDUM

OTHER ADDRESSEES - FOR INFORMATION

T. Cornwell
R. E. Conreaux
R. Deatherage
A. Finkelstein
J. R. Matcuk
H. L. Schweich
~~P. Fandler~~
File

HQ-10

SHOW NAME, TITLE AND UNIT OF ADDRESSEE AND ADDRESSOR

TO: Above Addressees

DATE: May 14, 1987

FROM: S. A. Silverstein

SUBJECT: PROPERTY ACCESS

Fencing the area south of Queeny Avenue has been completed in compliance with the order received from the EPA. There are several gates in the fence each of which is locked. A master key for the locks is being retained by the Guards should anyone have need to access that property.


A handwritten signature, likely of S. A. Silverstein, is written over a horizontal line.

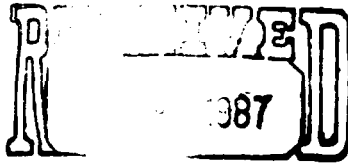
SAS/ge

5/6/87 cc. H.C. Ammer

Law Offices
Martin, Craig, Chester & Sonnenschein
55 West Monroe Street
Chicago, Illinois
60603

CHARLES G. CHESTER
W. B. MARTIN GROSS
RICHARD J. KISSEL
JOSEPH S. WRIGHT, JR.
CHARLES L. MICHOD, JR.
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DANIEL F. O'CONNELL
BRADLEY R. O'BRIEN
JAMES J. DENAPOLI
DAVID L. GROBART



BY **BJ**

May 4, 1987

TELEPHONE 312-368-9700
FAX 312-372-3090

SYDNEY G. CRAIG (1918-1979)
HUGO SONNENSCHN (1917-1981)
WILLARD ICE (1918-1980)
ADELOR J. PETIT, JR. (1899-1986)

JACOB H. MARTIN
CHARLES L. MICHOD
OF COUNSEL

Sandi Silverstein
Cerro Copper Products Co.
P.O. Box 681
East St. Louis, Illinois 62202

Dear Sandi:

This will briefly confirm our meeting and discussion we had with U.S.EPA on April 24, 1987. I am enclosing a copy of the people who attended the meeting for U.S.EPA and Illinois EPA. Basically, U.S.EPA indicated that they had received information from the State of Illinois that Area G of the investigation of the Dead Creek area showed substantial concentrations of PCP, PCB's and dioxin. Because of the high concentrations, according to U.S.EPA a response action is required. This response action will include the construction of a fence around the property.

Basically, the U.S.EPA believes that about 2,000 feet of fencing is required in total and this will be less because the fence to the east will be considered appropriate for fencing the property. U.S.EPA had received word from Monsanto that Monsanto was going to participate in the fencing of the property.

To effectuate this response, the U.S.EPA will provide us with an administrative order and consent as well as access

agreements. In addition, U.S.EPA will supposedly sent out information requests for specific information.

Until we receive the information from U.S.EPA, there is no need for action, but our responsibility here is relatively small at this point.

Sincerely yours,



Richard J. Kissel

RJK:kc

Enclosure

cc: Mr. Paul Tandler ✓
Dr. Jim Patterson
Ms. Susan Franzetti

SIGN IN

NAME

OFF LARSON

DICK KISSEL

David Favaro

Chip Landrum

Tom Mintz

WALTER WITTENBERG

SA Silverstein

FORM / REPRESENTATIVE / PHONE

LEDA 2200 Church

SARV. 12 62204

MCC+5 for Ann Lynn

312 368 9700
312 782-3551

U.S. EPA / CES 312-886-4749

US EPA / ORC

US EPA / ORC 312-886-6600

GHWC / H.D. W. 314-241-9090

Cerro Coppe

(614) 337-6000

CERRO COPPER PRODUCTS CO.

A member of The Marmon Group of companies

File

INTERNAL MEMORANDUM

HQ-10

SHOW NAME, TITLE AND UNIT OF ADDRESSEE AND ADDRESSOR

TO: ~~Paul J. Taddler~~/H. L. SchweichDATE: April 27, 1987

FROM: S. A. Silverstein

SUBJECT: DEAD CREEK SITES

On Friday, April 24 I joined Dick Kissel in a meeting at U.S.EPA Region V Office in Chicago. The purpose of this meeting was to clear up a number of questions concerning U.S.EPA's notification of emergency response to a reported contamination found on the property south of Queeny Avenue and west of Dead Creek. Also attending this meeting were Walter Wittenberg, Counsel representing Harold Wiese, Jeff Larson of Illinois EPA, and Dave Favero, Chip Landman and Tom Mince of U.S.EPA. Landman and Mince are from the office of Region V Counsel and Favero is from Region V Enforcement Section.

On our arrival Tom Mince told us that he had just spoken to Warren Smull at Monsanto who told him that Monsanto is going to put up a fence around the contaminated area. (On the previous afternoon Wittenberg and I met with Warren Smull and agreement was reached that we would jointly participate in the cost of required fence. Wittenberg could not commit for a definite amount or percentage on behalf of Harold Wiese, but could agree to his participation.)

At the beginning of the meeting Dick Kissel asked a number of questions regarding the location and nature of the reported contamination and the procedures that were followed, however, none of the EPA personnel could provide any answers other than the information that was earlier obtained by Susan Franzetti.

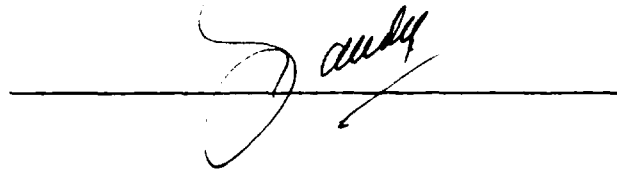
When asked why Cerro had not received results of sample analyses as provided in the Access Agreement, Jeff Larsen said that the results were in the last stage of preparation and would be sent to Cerro immediately. He said that the preliminary results indicated a type of contamination that mandated prompt notification to U.S.EPA for proper remedial action. Thus far the results indicate only surface contamination, however, they suspect there is some deeper contamination in the area. A plot plan of the area showing the grid pattern where sampling was conducted and a legend for the contamination found in each segment will be sent to Dick Kissel by Tom Mince.

Paul Tandler/H. L. Schweich
April 27, 1987
Page 2

It was agreed that the existing fence along Dead Creek is of sufficient height and proper construction so that no replacement of it would be required. According to U.S.EPA's estimate fencing of the area would cost about \$32,000 for the indicated 1600 lineal feet required. There is still some uncertainty on the part of the EPA as to where the fence on the southern portion of the site should be located. They are also uncertain about the location of the western portion which originally was defined as exactly 500 feet from Dead Creek, but during the meeting commented that there was a mound outside that area that probably should be included in the fenced portion also.

Tom Mince stated that he will send to Dick Kissel an Administrative Order and Access Agreement which will specifically define the area to be fenced as well as all other conditions of the required remedial action.

SAS/ge

A handwritten signature, possibly "Sandy", is written over a horizontal line.

3RD SUBD. OF CAHOKIA COMMONS

LEWIN MATHES CORP.

LOT 210

NOW KNOWN AS QUEENY AVENUE

MIDWEST AVENUE

ESTABLISHED BY
ORDINANCE NO. 182

DEAD

PART OF LOT 210

OLD STONE

CREEK

20' WIDE STRIP TO BE ACQUIRED FOR ROAD WIDENING

SOUTHERLY LINE LOT 210

184.5' 131.82' 2.5" PIPE

S. 84° 24' E. 330.0'

189.0' 1263.08'

66° W

LOT 1

1.00 AC. ±

LOT 2

N. 84° 24' W. 330.0'

LOT 3

LOT 4

LOT 5

DASHNEY'S SUBD. OF LOT 207

RICHARD E. WEINEL & ASSOCIATES
Land Surveyors - Engineers
9800 Mark Trail Wenel Hills
FAIRVIEW HEIGHTS, IL 62208

October 27, 1983
Fairview Heights, IL. 62208

This is to certify that in the employ of Richard Dubray of Madison Diesel Service, 1300 Queeny Avenue, Cahokia, Illinois, I have surveyed and platted a 1.00 acre tract in the East end of Lots 1 & 2 of "DASHNEY'S SUBDIVISION OF LOT 207 OF THE THIRD SUBDIVISION OF THE CAHOKIA COMMONS," reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "V" on page 26 and that the plat hereto attached is a representation thereof.

Richard E. Weinel
Richard E. Weinel, I.L.S.No. 1398



S.B.1. ROUTE NO. 3 ALSO KNOWN AS MISSISSIPPI AVENUE

12' STRIP FOR WIDENING OF S.B.1. ROUTE NO. 3 NORTHWEST CORNER LOT 1

EASTERLY R.O.W. LINE

S

E

Law Office
 Martin, Craig, Chester & Sonnenschein
 11 West Monroe Street
 Chicago, Illinois
 60603

CHARLES C. CHESTER
 W. C. MARTIN
 RICHARD J. RIEDEL
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 WILLIAM A. POWELL III
 DANIEL F. O'CONNELL
 BRADLEY W. O'BRIEN
 JAMES J. DENABOL

TELEPHONE 368-0700
 AREA CODE 312

STANLEY A. GRANT (312-1070)
 HUGH SONNENSCHEIN (312-1000)
 WILLIAM LEE (312-1000)

JAMES M. MARTIN
 CHARLES L. MICHOS
 ADOLPH J. PETTY, JR.
 OF COUNSEL

FAX-372-3090

FACSIMILE TRANSMITTAL LETTER

DATE: 4-15-87
 TO: 618-332-0108
 FAX #: _____
 FROM: 312-368-9700

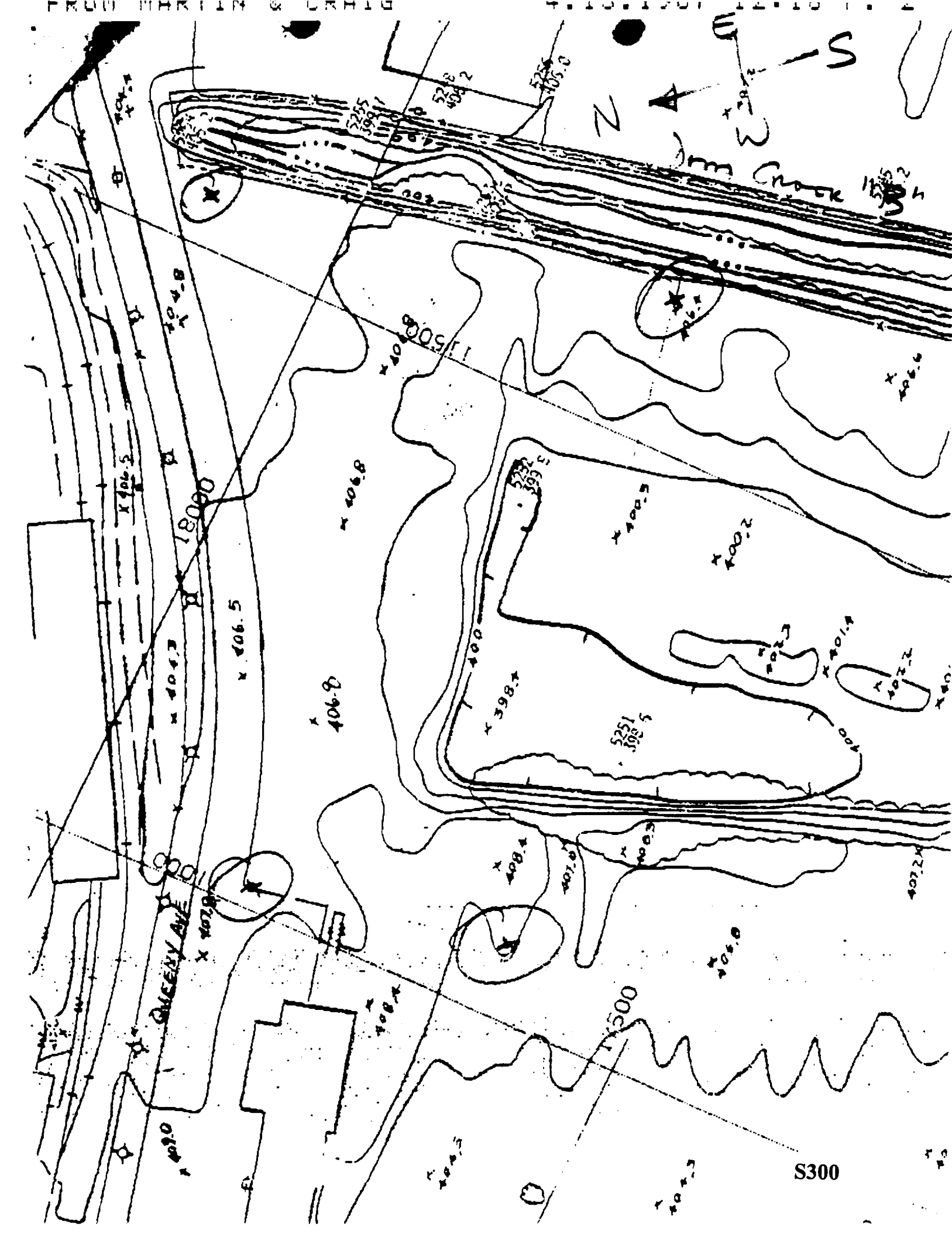
TOTAL NUMBER OF PAGES: 3 INCLUDING THIS PAGE.
 SENT BY: Susan M. Franzetti

IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL SENDER AS
 SOON AS POSSIBLE AT (312) 368-9700.

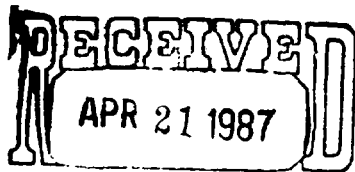
SPECIAL INSTRUCTIONS:

To: Paul Tandler

Note: Southern boundary is now
landlocked. E.D.E. states that
contamination is migrating
in southerly direction.



Law Offices
Martin, Craig, Chester & Sonnenschein
55 West Monroe Street
Chicago, Illinois
60603



BY P. T.

April 17, 1987

TELEPHONE 368-9700
AREA CODE 312

Mr. Henry Schweich
President - Cerro Copper Products Co.
P.O. Box 681
East St. Louis, Illinois 62202

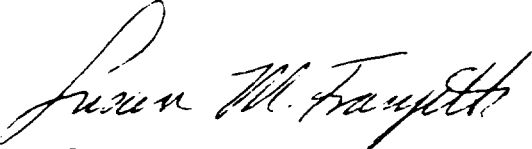
Re: Dead Creek - Area G
Sauget, Illinois

Dear Hank:

Enclosed please find a copy of our letter with acknowledgements of receipt by the U.S.EPA.

Confirming our telephone discussion today, Richard Kissel and Sandi Silverstein will be attending a meeting among representatives of U.S.EPA, Monsanto and Wiesce Engineering on April 23, 1987 at 10:00 a.m. at U.S.EPA's offices in Chicago.

Very truly yours,



Susan M. Franzetti

SMF/kw

encl.

cc: Paul Tandler
Richard Kissel

Thomson P. M. 4-17-87
10:50

Law Offices
Martin, Craig, Chester & Sonnenschein
55 West Monroe Street
Chicago, Illinois
60603

April 17, 1987

TELEPHONE 368-9700
AREA CODE 312

BY MESSENGER

Basil G. Constantelos, Director
Waste Management Division
United States Environmental
Protection Agency
230 South Dearborn Street
16th Floor
Chicago, Illinois 60604

Re: Dead Creek - Area G
Sauget, Illinois

RECEIVED
APR 17 1987

U.S. EPA, REGION V
WASTE MANAGEMENT DIVISION
OFFICE OF THE DIRECTOR
cc 11:00 a.m.

Dear Mr. Constantelos:

On behalf of Cerro Copper Products Co. ("Cerro Copper"), I am hereby submitting our timely response to the United States Environmental Protection Agency's ("U.S.EPA") April 14, 1987 telephonic notice and written confirmation of that notice, which we received on April 16, 1987, concerning the property known as Dead Creek - Area G located in Sauget, Illinois. In that notice, U.S.EPA states that it intends to expend public funds to take action to abate a release or threatened release of hazardous substances, pollutants, and other contaminants at the Dead Creek - Area G site. Cerro Copper, however, is willing to perform voluntarily the immediate action of constructing a fence, according to mutually agreed upon specifications, around that portion of the site property owned by Cerro Copper. Alternatively, Cerro Copper is willing to participate in funding the construction of such a fence around the Area G site in a fair and equitable manner. Therefore, Cerro Copper requests a meeting with U.S.EPA's representatives as soon as possible to discuss our proposal so that an expeditious and effective resolution of this matter can be obtained.

As you probably know, Cerro Copper has been cooperating fully with the Illinois Environmental Protection Agency ("IEPA") in connection with the Dead Creek study. Cerro Copper obviously is willing to extend that same level of cooperation to U.S.EPA, as confirmed by the substance of this response, because of our concern for the safety and health of our workers and our community. Cerro Copper's offer to take the above-described action stems from these concerns.

S291


Martin, Craig, Chester & Sonnenschein

Basil G. Constantelos, Director
April 17, 1987
Page 2

Cerro Copper does not agree with U.S.EPA's determination that it may be a potentially responsible party for the Dead Creek - Area G site. We submit that pursuant to Section 107(b)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. §9601 et seq., Cerro Copper is an innocent landowner who did not dispose of, cause to be disposed of, or have knowledge of the disposal of any hazardous substances on that portion of its property included in Dead Creek- Area G. The undeveloped property in question is separated from and has never been a part of the property on which Cerro Copper conducts any operations. Therefore, by the instant offer to take the aforesaid action, Cerro Copper does not waive any of its rights or defenses under CERCLA.

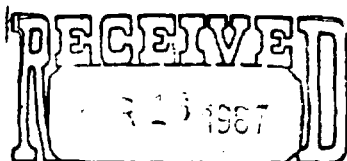
Please contact me at your earliest convenience to schedule a meeting between Cerro Copper's and U.S.EPA's representatives.

Very truly yours,


Susan M. Franzetta
Counsel for Cerro Copper
Products Co.

SMF/kw

cc: Thomas Mintz



BY P.T.

Law Offices
Martin, Craig, Chester & Sonnenbach
55 West Monroe Street
Chicago, Illinois
60603

TELEPHONE 368-9700
AREA CODE 312

SYDNEY G. CRAIG (312) 368-9700
LUDWIG SONNENBACH (312) 368-9700
WILLIAM J. CRAIG (312) 368-9700

FACSIMILE TRANSMITTAL LETTER

DATE: 4-16-87

TO: Paul Tondler & S. Silver

FAX #: 618/332-0108

FROM: SUSAN M. FRANZETT

WILLIAM J. CRAIG
CHARLES L. HIGGINS
WILLIAM J. CRAIG, JR.
OF CHICAGO

FAX# 312-3090

CHARLES G. CHESTER
W. G. MARTIN
RICHARD J. HIGGINS
JOSEPH G. WRIGHT, JR.
CHARLES L. HIGGINS, JR.
THOMAS G. GARDNER
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LEWIS J. GARDNER

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NICHOLAS J. REATING
SUSAN M. FRANZETT
WILLIAM A. DEWEL III
SAMUEL P. O'CONNELL
BRADLEY R. O'BRIEN
JAMES J. DEWEL

TOTAL NUMBER OF PAGES: 6 INCLUDING THIS PAGE.

SENT BY: Kate / SUSAN M. FRANZETT

IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL SENDER AS
SOON AS POSSIBLE AT (312) 368-9700.

SPECIAL INSTRUCTIONS:

4/16

Note: We are a "Passive" Landowner. - (KIDOR
TO Respond.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

230 SOUTH DEARBORN ST.

CHICAGO, ILLINOIS 60604

APR 16 1987

REPLY TO THE ATTENTION OF:

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Cerro Copper Products
c/o Susan M. Franzetti
Martin, Craig, Chester and
Sonnenschein
Chicago, Illinois 60603

Re: Dead Creek-Area G
Sauget, Illinois

Dear Sir or Madam:

On April 14, 1987, the following statement was read to you or your agent over the telephone:

The U.S. Environmental Protection Agency (U.S. EPA) intends to expend public funds to take action to abate a release or threatened release of hazardous substances, pollutants, and other contaminants at the Dead Creek-Area G site in Sauget, Illinois. This action is authorized by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended, 42 U.S.C. §9601 et seq. Under CERCLA, and other laws, responsible parties may be liable for money expended by the government to take necessary corrective action at the site, including investigation, planning, cleanup, and enforcement. Potentially responsible parties include the current owner or operator of the site, the past owner and operator, and persons who generate or were involved in transport, treatment, or disposal of hazardous substances at the site.

Contaminants including polychlorinated biphenyls (PCBs), pentachlorophenol (PCP), and octachlorodibenzo-dioxin have been found on the site. Before the government undertakes the necessary response action at the site, potentially responsible parties are being offered the opportunity to perform voluntarily the required

-2-

work to abate endangerment from any releases or threat of release of hazardous substances, pollutants, or contaminants from the site. If private party cleanup is not forthcoming and public funds are expended, potentially responsible parties may be liable for the costs incurred by the government. The U.S. EPA plans to initiate an immediate removal action as the first step toward mitigation of the release or threat of release of hazardous substances at the site. This immediate removal action will include the construction of a fence, according to the following specifications, around the site:

- 1) The fence must be of adequate length to enclose the entire site. The site is bordered by Queens Avenue on the north, Dead Creek on the east, Wiese Engineering on the west, and a ditched area on the south. Although the site's eastern border is already fenced, this fence might require additional construction or repair in order to meet some of the specifications listed below. In regard to the site's southern border, the fence must be erected at least forty (40) feet outside the ditch that runs east-west.
- 2) The fence must be at least six (6) feet high, nine (9) gauge, and chain-linked. Poles should be included on the top of the chain-link.
- 3) Three (3) strand barbed wire should run along the top of the fence.
- 4) A twenty (20) foot truck gate and several walk-through gates, with adequate locks, must also be provided.

These actions are designed to protect the public health from a release or threat of release of hazardous substances, pollutants, or contaminants. Under Section 107 of CERCLA, potentially

-3-

responsible parties may be held responsible for all or part of the costs incurred by the U.S. EPA in undertaking this work and other necessary response or remedial work. Potentially responsible parties have the option, should they decide to exercise it, of initiating these activities if this can be accomplished in a timely and appropriate manner. Due to the nature of this endangerment, immediate action will be required. Potentially responsible parties must notify the U.S. EPA no later than April 17, 1987 at 11:00 a.m. Central Daylight Savings Time if they intend to undertake the work planned by the U.S. EPA. If potentially responsible parties fail to notify the U.S. EPA by the above deadline, the U.S. EPA will begin taking the necessary action at the site in lieu of private party action. Please contact either Thomas Mintz, U.S. EPA, Office of Regional Counsel, 230 South Dearborn Street, Chicago, Illinois 60604, phone (312) 886-6600; or Sherry Kamke, U.S. EPA, Waste Management Division, 230 South Dearborn Street, Chicago, Illinois 60604, phone (312) 353-3202 to provide notice or if you have any questions.

This letter confirms the above oral notice and reiterates the responsibilities and rights of Cerro Copper Products Co. under CERCLA. Pursuant to Section 104 of CERCLA, U.S. EPA is authorized to undertake response actions deemed necessary to protect public health or welfare or the environment. U.S. EPA is also authorized to allow potentially responsible parties an opportunity to participate in such response actions.

The U.S. EPA is currently undertaking an emergency response action at the Dead Creek-Area G site in Sauget, Illinois. The U.S. EPA has determined that Cerro Copper Products Co. may be a potentially responsible party for the release or threat of release of hazardous substances, pollutants, or contaminants from the site.

As a potentially responsible party, Cerro Copper Products Co. may be liable for the emergency response costs incurred by the government in taking corrective action at the site. The U.S. EPA will continue to afford Cerro Copper Products Co. an opportunity to participate in future response actions being conducted by the U.S. EPA.

FROM MARTIN & CRAIG

4.16.1987 11:54 P. 5

-4-

A map of the Dead Creek-Area G site has also be included for your convenience. If you have any questions concerning this matter please contact:

Thomas Mintz
Office of Regional Counsel
United States Environmental
Protection Agency (SCS-16)
230 South Dearborn Street
Chicago, Illinois 60604
Phone (312) 886-6600

or

Sherry Kamke
Waste Management Division
United States Environmental
Protection Agency
230 South Dearborn Street
Chicago, Illinois 60604
Phone (312) 353-3202

Very truly yours,



Basil G. Constantelos, Director
Waste Management Division

Enclosure

S297

4. 5. 1951. 11:52 a.m.

Commonwealth
of Massachusetts
July 10, 1894

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- CENTREVILLE TWP.
CAHOKIA COMMONS & COMMONFIELDS T.2N. R.10W.

CERRO COPPER PRODUCTS CO.

INTERNAL MEMORANDUM

OTHER ADDRESSEES - FOR INFORMATION

J. Grama,
M. Rodburg
R. Avendt
File

HQ-10 SHOW NAME, TITLE AND UNIT OF ADDRESSEE AND ADDRESSOR

TO: H. L. Schweich

DATE: September 18, 1989

FROM: Paul Tandler

SUBJECT: SITE G - U.S.EPA CONTACT WITH MONSANTO

Warren Smull of Monsanto Chemical Co. contacted me with the following information:

Max McCombs, Smull's successor as Environmental Manager at the Krummrich Plant, received a phone call from Tom Mintz, Attorney with Region 5, who was involved in the 1987 Emergency Response Action that resulted in the construction of a fence around Site G.

Mintz indicated that his office would like to close out its file on the 1987 Emergency Response Action and would like to be reimbursed for its oversight activities, amounting to some \$50-60,000, subject to negotiation. (The cost of the fence, shared by Monsanto, Cerro and Wiese was under \$12,000, by the way.) McCombs referred the matter to Smull resulting in the call to this writer.

Smull suggested that he would like to discuss his planned response with Cerro's and Wiese's representatives and requested a meeting. This was arranged following conversation with Mike Rodburg, and Warren Smull met with the writer and Walter Wittenberg, attorney for Wiese, on Friday, September 15, 1989.

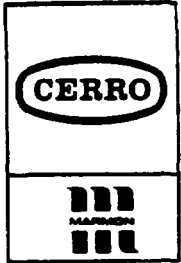
The 1987 activities were reviewed. While Wittenberg, Sandy Silverstein, and Dick Kisseel met with agency personnel, including Tom Mintz, on April 24, 1987, Monsanto contacted the EPA on the same date and indicated that they would arrange for the construction of the fence and anticipate that Cerro and Wiese would share in the cost. All of the parties indicated at that time that the action taken was a good faith effort by all in response to the U.S.EPA Emergency Response Action (April 16, 1987), and that it did not represent an admission of liability.

(A subsequent U.S.EPA request for information concerning Site G was received by Cerro on May 26, 1987, and a timely response was sent with the assistance of Mike Rodburg.)

Messrs. Smull, Wittenberg and the writer concluded that Smull should contact Mr. Mintz, express surprise and dismay over the request, given the strictly voluntary nature of the 1987 action, and question the amount of oversight costs incurred, asking for details. Mike Rodburg was contacted and concurred in the proposed handling of the matter.

We will be advised on the results of Warren Smull's contact with Mr. Mintz.

PT/ge



CERRO COPPER PRODUCTS CO.

A member of The Marmon Group of companies

July 29, 1987

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Susan Swales
Cercla Enforcement 5 HE-12
U.S. EPA
230 South Dearborn Street
Chicago, IL 60604

RE: Dead Creek - Area G, Sauget Site

Dear Ms. Swales:

We are in receipt of the July 23, 1987 letter signed by William H. Miner, advising that U.S.EPA has not received any information from this company in response to your request for information dated May 19, 1987.

A detailed response to that request for information was sent to you on June 24, 1987 via Certified Express Mail. Attached is a copy of the signed receipt for same.

Very truly yours,

CERRO COPPER PRODUCTS CO.
A member of The Marmon Group
of companies

S. A. Silverstein
Manager of Energy and
Environmental Affairs

SAS/ge

Enclosure

cc: M. Rodburg
P. Tandler



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

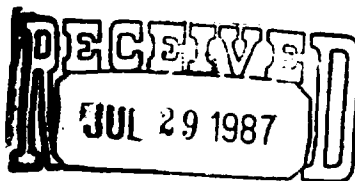
230 SOUTH DEARBORN ST.

CHICAGO, ILLINOIS 60604

REPLY TO THE ATTENTION OF:
5HE-12

JUL 23 1987

CERTIFIED MAIL
RETURN RECEIPT REQUESTED



Cerro Copper Products
PO Box 681
East St. Louis, IL 62202
Attn: Mr. P. Tandler

BY P. T.

Re: Dead Creek-Area G, Sauget Superfund Site

Dear Sir:

In a request for information dated May 19, 1987 the U.S. Environmental Protection Agency (U.S. EPA) requested that you furnish information and copies of records describing your company's involvement with the release of hazardous substances, pollutants and contaminants. You acknowledged receipt of this certified mail, a copy of the information request and return receipt are enclosed. You were advised that this information was being requested pursuant to Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, and pursuant to Section 3007 of the Resource Conservation and Recovery Act (RCRA). Responses to these information requests were due to U.S. EPA within 30 days of your receipt of the request.

The U.S. EPA has not yet received any information from your company in response to this information request, despite the fact that the applicable deadline has passed. We hereby request that you promptly respond to this information request. It is U.S. EPA's position that failure to comply with the information request within the specified time period is a violation of federal law which may result in administrative or civil enforcement action.

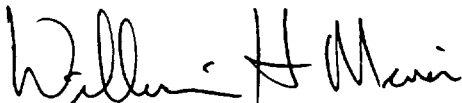
The U.S. EPA is currently evaluating which of its enforcement options might be most appropriately taken in response to noncompliance with its information request relative to the Dead Creek Area G, Sauget, Illinois and will decide on a course of action shortly. In order to mitigate the extent of any enforcement actions that may be forthcoming in this matter, your company is hereby encouraged to comply in full with the information request within ten (10) calendar days from the receipt of this letter.

Your response should be sent to:

Susan Swales
CERCLA Enforcement 5HE-12
U.S. Environmental Protection Agency
230 South Dearborn Street
Chicago, Illinois 60604

If you have any questions on this matter, please contact Ms. Susan Swales at (312) 886-7336, or Mr. David Favero at (312) 886-4749.

Sincerely,

A handwritten signature in dark ink, appearing to read "William H. Miner". The signature is fluid and cursive, with the first name "William" being more prominent.

William H. Miner, Chief
Hazardous Waste Enforcement Branch

Enclosures

cc: Lowenstein, Sandler, Kohl, Fisher &
Boylan
65 Livingston Avenue
Roseland, N.J. 07068
Attn: Mr. Michael L. Rodburg



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

230 SOUTH DEARBORN ST.

CHICAGO, ILLINOIS 60604

REPLY TO THE ATTENTION OF

5HE-12

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: Dead Creek-Area G
Sauget Site
Sauget, Illinois

Dear Sir or Madam:

The United States Environmental Protection Agency (U.S. EPA) has documented the release or threatened release of hazardous pollutants and contaminants at the above referenced site, and is planning to spend public funds to investigate and control the release or threatened release at this site. Unless the U.S. EPA determines that a potentially responsible party will properly and promptly perform such action, the U.S. EPA will itself perform such action pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9601, et seq., (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613 (1986)(SARA).

The U.S. EPA has information that you may be a potentially responsible party. According to Section 107 of CERCLA, potentially responsible parties who may be liable include the current and former owners or operators of the site, and persons who generated the hazardous substance or were involved in the transport, treatment, or disposal of them at the site. Therefore, pursuant to Section 122(e) of SARA, the purpose of this letter is to notify you of your potential liability with respect to this site.

Under Section 107(a) of CERCLA, potentially responsible parties may be liable for costs incurred by the government, through the use of public funds, in responding to any release or threatened release from the site. Such costs can include, but are not limited to, expenditures for planning, investigation, studies, clean-up, and enforcement.

The U.S. EPA is seeking to obtain certain information from you pursuant to its authority under Section 104 of CERCLA, 42 U.S.C. §9604, and Section 3007 of the Resource Conservation and Recovery Act (RCRA) as amended, 42 U.S.C. §6927, for the purpose of enforcing CERCLA and RCRA and for the purposes of assisting in determining the need for response to a release of hazardous substance(s) under CERCLA. The Administrator of the U.S. EPA has the authority to require

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any person who generates, stores, treats, transports, disposes, arranges for the disposal of, or otherwise handles hazardous wastes and hazardous substances, as those terms are defined in Section 1004(5) of RCRA, 42 U.S.C. 6903(5) and Section 101(14) of CERCLA, 42 U.S.C. 9601(14), to furnish the U.S. EPA with information related to such activities. Pursuant to these statutory provisions, you are hereby requested to submit the information requested below.

1. Identify all persons, including yourself, who may have arranged for disposal or treatment or arranged for transportation for disposal or treatment of waste materials, including hazardous substances, at the Site or to the Site. In addition, identify the following:
 - a. The persons with whom you or such other persons made such arrangements;
 - b. Every date on which such arrangements took place;
 - c. For each transaction, the nature of the waste material or hazardous substance, including the chemical content, characteristics, physical state (e.g., solid, liquid), and the process for which the substance was used or the process which generated the substance;
 - d. The owner of the waste materials or hazardous substances so accepted or transported;
 - e. The quantity of the waste materials or hazardous substances involved (weight or volume) in each transaction and the total quantity for all transactions;
 - f. All tests, analyses, and analytical results concerning the waste materials;
 - g. The person(s) who selected the Site as the place to which the waste materials or hazardous substances were to be transported;
 - h. The amount paid in connection with each transaction, the method of payment, and the identity of the person from whom payment was received;
 - i. Where the person identified in g., above, intended to have such hazardous substances or waste materials transported and all evidence of this intent;
 - j. Whether the waste materials or hazardous substances involved in each transaction were transshipped through, or were stored or held at, any intermediate site prior to final treatment or disposal;
 - k. What was actually done to the waste materials or hazardous substances once they were brought to the Site;
 - l. The final disposition of each of the waste materials or hazardous substances involved in such transactions;

- m. The measures taken by you to determine the actual methods, means, and site of treatment or disposal of the waste material and hazardous substances involved in each transaction;
 - n. The type and number of containers in which the waste materials or hazardous substances were contained when they were accepted for transport, and subsequently until they were deposited at the Site, and all markings on such containers;
 - o. The price paid for (i) transport or (ii) disposal or (iii) both, for each waste material and hazardous substances;
 - p. All documents containing information responsive to a.-p. above, or in lieu of identification of all relevant documents, provide copies of all such documents;
 - q. All persons with knowledge, information, or documents responsive to a.-p., above.
2. State the dates during which you owned, operated or leased the Site and provide copies of all documents evidencing or relating to such ownership, operation or lease arrangement (e.g. deeds, leases, etc.). Also provide the following:
- a. Copies of any and all documents regarding the use and ownership of Dead Creek-Area G, Sauget Site including, but not limited to, deeds, contracts, leases, substances, purchase agreements, and correspondence.
 - b. A description of any arrangement made for the use of the site including, but not limited to, deeds, contracts, leases, substances, and purchase agreements. This description shall include the following:
 - a. Names of parties
 - b. Duration of parties
 - c. A general description of the terms of arrangement.
3. Provide information about the Site, including but not limited to the following:
- a. Property boundaries, including a written legal description;
 - b. Location of underground utilities (telephone, electrical sewer, water main, etc.)
 - c. Surface structures (e.g., buildings, tanks, etc.);
 - d. Ground water wells, including drilling logs;

- e. Storm water drainage system, and sanitary sewer system, past and present, including septic tank(s), subsurface disposal field(s) and other underground structures; and where, when and how such systems are emptied.
 - f. Any and all additions, demolitions or changes of any kind on, under or about the Site, its physical structures or to the property itself (e.g., excavation work); and any planned additions, demolitions or other changes to the site; and
 - g. All maps and drawings of the Site in your possession.
- 4. Describe the nature of your activities or business at the Site, with respect to purchasing, receiving, processing, storing, treating, disposing, or otherwise handling hazardous substances or materials at the Site.
 - 5. Provide all reports, information or data related to soil, water (ground and surface), or air quality and geology/hydrogeology at and about the Site. Provide copies of all documents containing such data and information, including both past and current aerial photographs as well documents containing analysis or interpretation of such data.
 - 6. Are you or your consultants planning to perform any investigations of the soil, water (ground or surface), geology, hydrogeology or air quality on or about the Site? If so, identify:
 - a. What the nature and scope of these investigations will be;
 - b. The contractors or other persons that will undertake these investigations;
 - c. The purpose of the investigations;
 - d. The dates when such investigations will take place and be completed; and
 - e. Where on the Site such investigations will take place.
 - 7. Identify all persons having knowledge or information about the generation, transportation, treatment, disposal or other handling of hazardous substances or chemicals by you, your contractors, or by prior owners and/or operators.
 - 8. Did you ever use, purchase, generate, store, treat, dispose, transport or otherwise handle any hazardous substances or materials? If the answer to the preceding question is anything but an unqualified "no," identify:
 - a. The chemical composition, characteristics, physical state (e.g., solid, liquid) of each hazardous substance;
 - b. Who supplied you with such hazardous substances;
 - c. How such hazardous substances were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;

- d. When such hazardous substances were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
 - e. Where such hazardous substances were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you; and
 - f. The quantity of such hazardous substances used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you.
9. Did you ever use, purchase, generate, treat, dispose, transport or otherwise handle waste materials or substances such as polychlorinated biphenyls (PCBs), pentachlorophenol (PCP), polynuclear aromatic hydrocarbons (PAHs), chlorobenzenes, xylenes, 4-4 DDE, chlorinated solvents and ketones? If the answer to the preceding question is anything but an unqualified "no," identify:
- a. The chemical composition, characteristics, physical state (e.g., solid, liquid) of the waste material, or substances;
 - b. Who supplied you with the waste materials or substances;
 - c. How these waste materials or substances were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
 - d. Where these waste materials or substances and petroleum products were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
 - e. When these waste materials or substances and petroleum products were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
 - f. The quantity of these waste materials or substances and petroleum products that were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
10. Were hazardous materials thrown, spilled, poured, leaked or in any way released into or onto the top soil, ground or floor on the Site? If the answer to the preceding question is anything besides an unqualified "no," identify:
- a. When such releases occurred;
 - b. How the release occurred;
 - c. What amount of waste materials or substances and petroleum products was so released;
 - d. Where such releases occurred;
 - e. Any and all activities undertaken in response to each such release or threatened release, and all agencies notified of such release or threatened release.

- f. Any and all investigations of the circumstances, nature, extent or location of each release or threatened release including, the results of any soil, water (ground and surface), or air testing that was undertaken.
 - g. All persons with information relating to these releases.
11. Has soil ever been excavated or removed from the Site?
Unless the answer to the preceding question is anything besides an unequivocal "no," identify:
- a. Amount of soil excavated;
 - b. Location of excavation;
 - c. Manner and place of disposal and/or storage of excavated soil;
 - d. Dates of soil excavation;
 - e. Identity of persons who excavated or removed the soil;
 - f. Reason for soil excavation;
 - g. Whether the excavation or removed soil contained hazardous materials and why the soil contained such materials;
 - h. All analyses or tests and results of analyses of the soil that was removed from the site.
 - i. All persons, including contractors, with information about question 11, (a) through (h) of this Information Request.

Your response to this information request should be sent to:

Ms. Susan Swales 5HE-12
U.S. EPA - Region V
Waste Management Division
CERCLA Enforcement Section
230 South Dearborn Street
Chicago, Illinois 60604

The information sought pursuant to this request pertains to any and all information in your possession, custody or control relating to the operation of the above referenced site and to the transportation, storage, and/or disposal of hazardous substances or the generation of hazardous substances which were ultimately disposed of or offered for disposal at the Dead Creek-Area G Sauget Site.

The purpose of this information request, "shipping documents" shall mean all contracts, agreements, purchase orders, requisitions, pick-up or delivery tickets, customs forms, freight bills, shipping memoranda, order forms, weight tickets, work orders, manifests, shipping orders, packing slips, bills of lading, invoices, bills and any other similar documents that evidence discrete transactions involving shipment, or the arrangement for shipment, of waste

materials to, through, or from, the above referenced site. "Waste materials" shall mean hazardous substances, solid wastes and hazardous wastes, and other materials which may or may not contain pollutants or contaminants, and shall include reclaimed and off-specification materials of any kind.

The information sought herein must be sent to U.S. EPA within thirty (30) calendar days of your receipt of this letter. Under Section 3008 of RCRA, 42 U.S.C. §6928, failure to comply with this request may result in an order requiring compliance or in a civil action for appropriate relief. These provisions also provide for civil penalties. Failure to comply with this request may also result in a civil enforcement action being brought against you by U.S. EPA under Section 104 of CERCLA, 42 U.S.C. §9604.

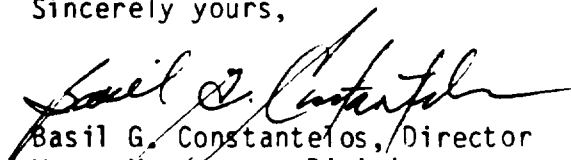
The information requested herein must be provided notwithstanding its possible characterization as confidential information or trade secrets. You may request, however, that any such information be handled as confidential business information. A request for confidential treatment must be made when the information is provided, since any information not so identified will not be accorded this protection by the U.S. EPA. Information claimed as confidential will be handled in accordance with the provisions of 40 C.F.R. Part 2.

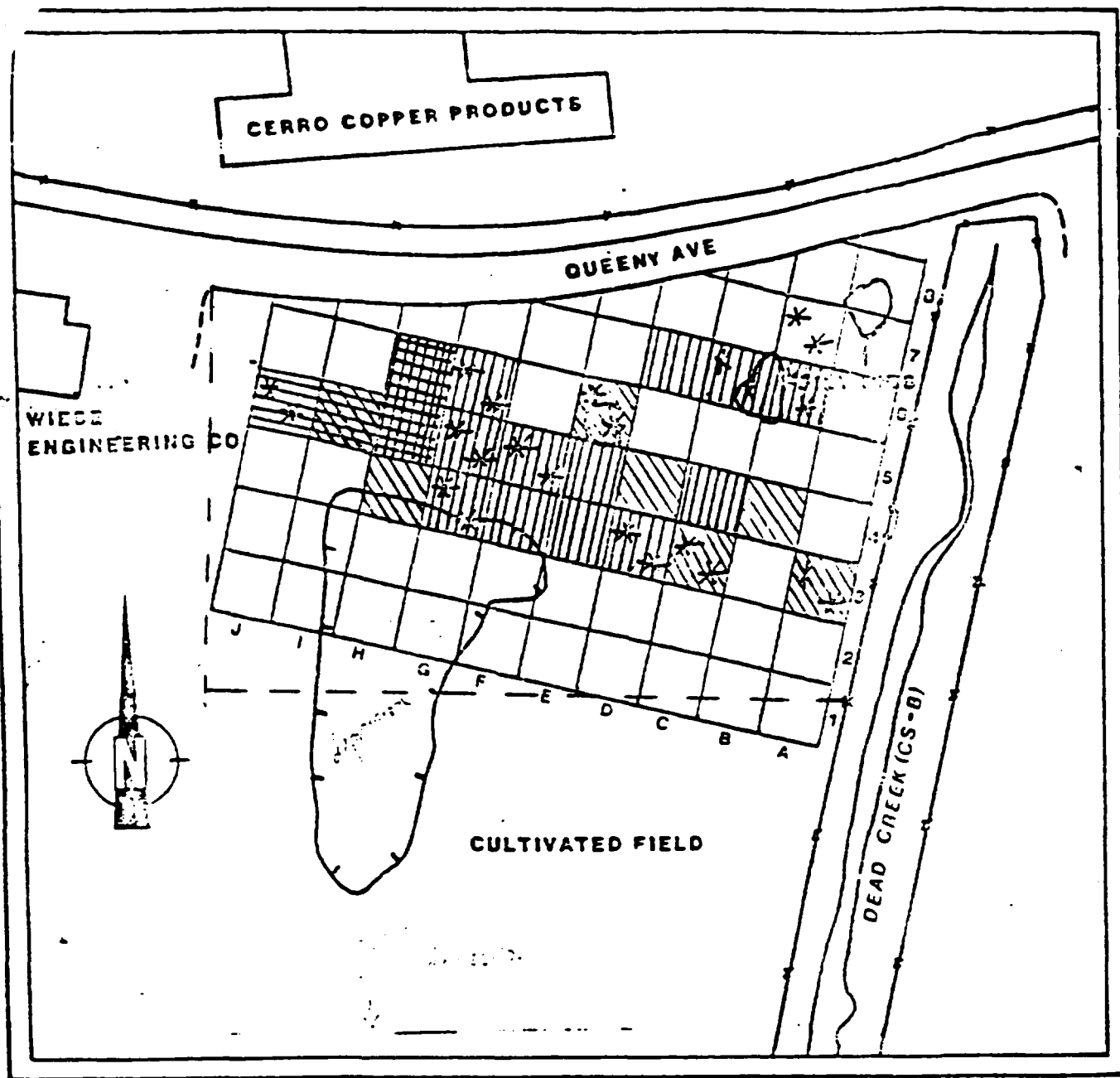
The written statements submitted pursuant to this request must be notarized and submitted under an authorized signature certifying that all information contained therein is true and accurate to the best of the signatory's knowledge and belief. Moreover, any documents submitted to Region V pursuant to this information request should be certified as true and authentic to the best of the signatory's knowledge and belief. Should the signatory find at any time after the submittal of the requested information, that any portion of the submitted information is false or incomplete, the signatory should so notify the U.S. EPA. If any answer certified as true should be found to be untrue, the signatory can and may be prosecuted pursuant to 18 U.S.C. §1001.

If you need further information regarding this letter, you may contact Ms. Susan Swales at (312) 886-7336, or Mr. David Favero at (312) 886-4749. If you have any legal questions, contact Mr. Thomas Mintz at (312) 886-6600.

Due to the nature of the problem at this site and the attendant legal ramifications, the U.S. EPA strongly encourages you to submit a written response to the information request within the time frame specified herein. We hope you will give this matter your immediate attention.

Sincerely yours,


Basil G. Constantelos, Director
Waste Management Division





CERRO COPPER PRODUCTS CO.

A member of The Marmco Group of companies

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6/24/87

PRP

June 24, 1987

EXPRESS MAIL
Certified RRR

Ms. Susan Swales, 5 HE-12
U.S. EPA Region V
Waste Management Division
CERCLA Enforcement Section
230 South Dearborn Street
Chicago, IL 60604

RE: Dead Creek - Area G, Sauget Site, Sauget, Illinois

Dear Ms. Swales:

This letter is the response of Cerro Copper Products Co. (Cerro) to your information request dated May 19 and received May 26, 1987 in the above matter. Before answering the specific questions, Cerro provides the following preliminary statement:

I. SARA §122(e) SETTLEMENT PROCEDURES

We note that in paragraph 2 on page 1 of your information request, you indicate that you are notifying Cerro of potential liability pursuant to SARA §122(e). The settlement provisions of §122(e) are applicable whenever the president "determines that a period of negotiation...would facilitate an agreement with potentially responsible parties for taking response action."

Cerro agrees with EPA that negotiation is appropriate for the above Site and we welcome the opportunity to discuss this Site with EPA. To further those negotiations, Cerro is hereby requesting the information to which it

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A member of The Marmon Group of companies

Ms. Susan Swales, 5 HE-12
U.S. EPA Region V
June 24, 1987
Page 2

is entitled under SARA §122(e), including the names and addresses of other potentially responsible parties, the nature of the substances and volumes of such substances from each potentially responsible party to the Site and a ranking by volume of potentially responsible parties. We also need to obtain complete and accurate copies of all sampling and analysis from the area G site. To our knowledge the only data currently in the possession of U.S. EPA is that provided by IEPA based upon sampling and analysis performed by its contractor, Ecology & Environment. It is our understanding that the scope of work being performed by Ecology & Environment for IEPA is not intended to obtain representative results, but is directed toward obtaining "hot spot" data. Accordingly, we are not in a position to vouch for either the accuracy or the representative nature of the data. After receiving this information, Cerro will use the 120-day moratorium on remedial action contained in SARA §122(e) to evaluate the data and discuss the appropriate response to conditions at the Site with EPA.

II. AREA G

A. Cerro Does Not Own "Area G"

As we understand it, Area G comprises approximately 4 or more acres of land to the south of New Queeny Avenue between Dead Creek and Route 3 in Sauget. Cerro owns less than 20% of Area G. The land it owns consists of a triangular lot of approximately 3/4 acres that Cerro has owned since February 1969. The lot is undeveloped land. During its ownership, Cerro

CERRO COPPER PRODUCTS CO.

A member of The Marmco Group of companies

Ms. Susan Swales, 5 HE-12
U.S. EPA Region V
June 24, 1987
Page 3

has never conducted any commercial or industrial activities on the parcel and never permitted others to conduct any activity on the parcel. To the extent Cerro may be deemed an owner of "Area G" at all, its ownership is limited to the 3/4 acre triangular parcel.

Cerro knows of no disposal of hazardous substances on the 3/4 acre parcel during its ownership and, therefore, submits that it acquired the property after such disposal took place. In 1969 when Cerro acquired the property from the Village of Sauget, it did not know and it had no reason to know that hazardous substances were disposed of on the property. In 1969, Cerro knew that the property had been used as a borrow pit and then filled and re-graded with what Cerro believed was clean fill.

Cerro submits that these circumstances should relieve it from liability as owner of the 3/4 acre parcel that is part of "Area G". The facts concerning the ownership of the 3/4 acre parcel are elaborated upon in the answers given below to EPA's specific questions.

B. Cerro is Not a Generator or Transporter to "Area G"

Other than its ownership of the 3/4 acre parcel as described above, Cerro has absolutely no connection with Area G. Cerro never generated any hazardous substances, transported such substances, stored, disposed of or arranged for the disposal of such substances at either the 3/4 acre parcel that Cerro owns or the remainder of Area G.

CERRO COPPER PRODUCTS CO.

A member of The Marmon Group of companies

Ms. Susan Swales, 5 HE-12
U.S. EPA Region V
June 24, 1987
Page 4

III. LIMITATION TO RESPONSES

Cerro understands from page 6 of your information request that the information sought relates only to the operation of Area G and to the transportation, storage, and/or disposal of hazardous substances or the generation of hazardous substances which were ultimately disposed of or offered for disposal at the Dead Creek/Area G Sauget Site. Cerro's responses conform to this limitation.

IV. SPECIFIC RESPONSES

1. We know of no person who may have arranged for disposal or treatment, or arranged for transportation for disposal or treatment of waste materials, including hazardous substance, at the Site or to the Site. See Preliminary Statement.

2. Early in the year 1948 a parcel of property was acquired by the Lewin-Mathes Company. On July 26, 1948 Lewin Mathes Company transferred to the Village of Monsanto a portion of that property including a triangular segment about 3/4 of an acre, at the southeast corner which is included in Area G. Lewin-Mathes Company was subsequently acquired by Cerro de Pasco Corporation, which in turn was later merged into the Marmon Group of companies, which is now the sole owner of Cerro Copper Products Co.

On February 7, 1969 the 3/4 acre triangular parcel was purchased by Cerro from the Village of Sauget (formerly Village of Monsanto):

(a) Attached hereto are copies of the following which are all of the documents that are currently in Cerro's possession regarding the

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CERRO COPPER PRODUCTS CO.
A member of The Marmont Group of companies

Ms. Susan Swales, 5 HE-12
U.S. EPA Region V
June 24, 1987
Page 5

ownership of Dead Creek - Area G, Sauget Site:

Exhibit A - Warranty Deed by Lewin-Mathes Co., dated July 26, 1948,
granting the 3/4 acre property to the Village of
Monsanto, Illinois.

Exhibit B - Village ordinance describing "Tract 2" available for public
sale.

Exhibit C - Survey dated March 8, 1970.

Exhibit D - Quit Claim Deed dated February 7, 1969.

(b) Throughout the time when Cerro or related companies owned the
Site, they never arranged for any use of the Site by any other party
or parties. Cerro itself never used the Site. See Preliminary
Statement.

3. The following information about the Site that is currently in Cerro's
possession is provided:

- (a) Appended hereto, Exhibit E, is a legal description of the property.
- (b) There are no underground utilities on the property.
- (c) There are no surface structures on the property.
- (d) There are 2 monitoring wells on the property which were installed
by the Illinois Environmental Protection Agency on January 26, 1987.
- (e) There are no storm water drainage systems, sanitary sewer system,
past or present, including septic tanks, subsurface disposal
fields and other ground structures on this property, nor, to our
knowledge have there been any in the past.

CERRO COPPER PRODUCTS CO.

A member of The Marmion Group of companies

Ms. Susan Swales, 5 HE-12
U.S. EPA Region V
June 24, 1987
Page 6

(f) There have been no additions, demolitions or changes of any kind on or under or about the Site during Cerro's ownership; and there are no planned additions, demolitions or other changes to the site. When the 3/4 acre parcel was owned by the Village of Sauget it was excavated and used as a borrow pit and then brought back to natural grade by the addition of fill. See Preliminary Statement.

(g) Appended hereto, Exhibit F is a representative drawing of the Site that is in our possession. Cerro may have numerous drawings and maps of it's plant site that may include the 3/4 acre parcel that Cerro owns or other portions of Area G within the area they depict. Cerro will provide access to any such maps on request.

4. Throughout Cerro's ownership of the 3/4 acre parcel there have been no activities or business at the Site with respect to purchasing, receiving, processing, storing, treating, disposing or otherwise handling hazardous substances or materials at the Site. See Preliminary Statement.

5. Appended hereto, Exhibit G, is a copy of a laboratory report concerning the analysis of a groundwater sample drawn from one of the two monitoring wells described in 3-d, above. The sample was drawn by the Illinois EPA on March 24, 1987 and was provided to us in accordance with an Access Agreement that exists between Cerro and IEPA. Also appended, Exhibit H, are analyses of soil samples taken by IEPA on January 26 and 27, 1987 and provided

A member of The Marmon Group of companies

Ms. Susan Swales, 5 HE-12

U.S. EPA Region V

June 24, 1987

Page 7

to us as above.

6. Additional investigations of the soil and/or water quality on or about the Site may be performed in the future by Cerro's consultants, contingent on information that we expect to receive from IEPA pursuant to the Access Agreement. As indicated above, Cerro intends to cooperate with EPA in accordance with the SARA §122(e) provisions and may conduct investigations as part of that cooperation.

7. Cerro knows of no person or persons having knowledge or information about the generation, transportation, treatment, disposal or other handling of hazardous substances or chemicals on or about the Site.

8. Cerro has never used, purchased, generated, treated, disposed, transported or otherwise handled any hazardous substances or materials at the Site or that were transported to or ultimately disposed of at the Site.

9. Cerro has never used, purchased, generated, treated, disposed, transported or otherwise handled waste materials or substances such as PCB's, PCP, PAH's, chlorobenzenes, xylenes, 4-4 DDE, chlorinated solvents or ketones at the Site or that were transported to or ultimately disposed of at the Site.

10. There are no occasions known to Cerro when waste material was released on to the top soil of this Site. Based on discussions with EPA and IEPA, Cerro believes those Agencies have data that suggest waste material was released into or on the top soil at the Site. Cerro has no information as to when such releases may have occurred, how they may have

CERRO COPPER PRODUCTS CO.

A member of The Marmon Group of companies

Ms. Susan Swales, 5 HE-12
U.S. EPA Region V
June 24, 1987
Page 8

occurred, what amount of materials or substances were so released, nor what individual or individuals may have been responsible for such release. Cerro understands that E & E, on behalf of IEPA, has conducted an investigation of the Site. Groundwater and soil samples relating to Area G that Cerro split with IEPA and had analyzed separately are attached as Exhibit G & H. To date, the only action known to Cerro taken in response to the releases is the construction of a fence around Area G.

11. No soil has ever been removed during Cerro's ownership of the 3/4 acre parcel. While the parcel was owned by the Village of Sauget between 1948 and 1969, it was used as a borrow pit and soil was excavated. Cerro has no other information concerning soil excavation at the Site or concerning the amount of excavation or by whom.

If you require clarification of the above responses or further information concerning the Site, Cerro will gladly supplement these responses. Although it does not believe that it is liable for conditions at the Site, Cerro remains willing to cooperate with EPA concerning the Site. Cerro has already shown its concern for the environment by funding, with Monsanto Co. and others, the cost of fencing Area G in response to EPA's decision that the Area must be fenced. Cerro's willingness to cooperate and its agreement to fund in part the cost of fencing of Area G are not to be taken as any admission of any fact or issue of liability concerning Cerro's ownership of a portion of Area G. Cerro reserves the right to seek reimbursement from the Superfund for its contribution to the costs of constructing the

CERRO COPPER PRODUCTS CO.

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Ms. Susan Swales, 5 HE-12
U.S. EPA Region V
June 24, 1987
Page 9

fence. Nonetheless, Cerro chose to do the environmentally responsible thing and construct the fence now and leave for later the determination of who ultimately should pay for the fencing. Cerro, as a responsible member of the community, remains willing to cooperate further in the future.

Very truly yours,

CERRO COPPER PRODUCTS CO.

A member of The Marmon Group of companies



Paul Tandler
Vice President-Manufacturing

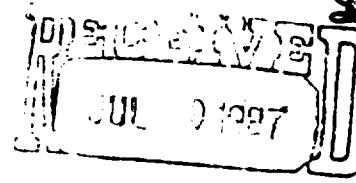
PT/ge

Enclosures

bcc: H. L. Schweich
~~S. A. Silverstein~~
M. Rodburg, Lowenstein, Sandler, et al
J. Patterson, Patterson Assoc. Inc.
R. Webb, Marmon Group
File (2)

000000
S323

June 30, 1987



Mr. Warren L. Smull
General Superintendent - Environmental Affairs
Monsanto Chemical Company
500 Monsanto Avenue
Sauget, Illinois 62206-1198

Dear Warren:

We are in receipt of your letter of June 8, 1987, with respect to the fence erected by Monsanto at the direction of the U. S. EPA, which encloses an area of approximately five acres designated by the EPA as "Dead Creek Area G" in Sauget, Illinois. Your total construction costs with respect to the erection of this fence was \$11,838.00. You have asked me to participate in the cost of erection of this fence by the forwarding to you my check, payable to Monsanto, in the amount of \$3,946.00.

Enclosed please find check, payable to the Monsanto Chemical Company, in the amount of \$3,946.00. This check represents, as I understand from your letter, payment for 1/3 of the total construction cost of the fence.

This payment is being made to Monsanto solely with the understanding that it is made in a spirit of cooperation and mutual best interest in response to the U. S. EPA's communications to me, Monsanto and others, and in no way represents or shall constitute an admission by me of any liability for the conditions at "Dead Creek Area G". In addition, the payment is not and shall not constitute an admission by me on behalf of myself or others, of any responsibility or proportionate share of responsibility for the alleged conditions at "Dead Creek Area G". Since I have never been involved in any business or other activity with respect to substances alleged to be present at the site, I do not believe I have any responsibility for the condition alleged to be present at "Dead Creek Area G" and doubt whether a per capita share of costs is proper or appropriate with respect to any potential remedial action required at the site or the cost thereof. Your receipt of my check is Monsanto's agreement that the payment is subject to the conditions and terms stated above.

Monsanto's cooperation with me, Cerro, the EPA and others, is appreciated and we look forward to cooperating with you and Cerro on a continuing basis with respect to resolving this matter.

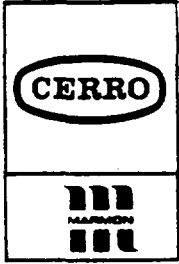
Sincerely,


Harold Wiese

HW:nv

cc: Jack Molloy, Monsanto Chemical Company, Sauget, Illinois
~~cc: Paul Tandler~~, Cerro Copper Products Company, Sauget, Illinois

S358



CERRO COPPER PRODUCTS CO.

A member of The Marmon Group of companies

bcc: H. L. Schweich
J. R. Matcuk - Attachment
~~S. J. Matcuk - Attachment~~

File

June 15, 1987

Monsanto Chemical Company
500 Monsanto Avenue
Sauget, IL 62206-1198

Attention: Mr. Warren L. Smull
General Superintendent,
Environmental Affairs

Dear Warren:

Monsanto, Cerro and others were directed by U.S.EPA to fence an area of approximately 5 acres known as Area "G" in Sauget, Illinois. Monsanto, as a responsible and conscientious member of the community, constructed the fence at a cost of approximately \$12,000 and has asked Cerro to pay one-third.

Cerro is willing to join Monsanto in its commendable effort to fund the construction of the fence at Area "G". Enclosed is Cerro's check in the sum of \$3,946 in payment of one-third of the construction cost.

Please understand that this payment is made in a spirit of cooperation and mutual best interests, and in no way represents an admission by Cerro of any liability for conditions at Area "G". Nor is the payment an admission by Cerro of its (or other's) proportionate share for the alleged conditions. Indeed, we have substantial doubt as to whether a simple per capita sharing of costs is appropriate for any substantial expenditures associated with potential remedial action at that site.

However, we will and do look forward to working cooperatively with you in this endeavor, as well as other projects intended to improving the environment in this area.

Best regards,

Sincerely,

CERRO COPPER PRODUCTS CO.
A member of The Marmon Group of companies


Paul Tandler
Vice President-Manufacturing

PT/ge

Enclosure - Check

cc: J. Molloy, Monsanto Company
W. Wittenberg, Greensfelder, Hemker, Wiese, Gale & Chappelow, P.C.
(Attorney for H. W. Wiese)

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

230 SOUTH DEARBORN ST.

CHICAGO, ILLINOIS 60604

REPLY TO THE ATTENTION OF:

5HE-12

MAY 19 1987

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: Dead Creek-Area G
Sauget Site
Sauget, Illinois

Dear Sir or Madam:

The United States Environmental Protection Agency (U.S. EPA) has documented the release or threatened release of hazardous pollutants and contaminants at the above referenced site, and is planning to spend public funds to investigate and control the release or threatened release at this site. Unless the U.S. EPA determines that a potentially responsible party will properly and promptly perform such action, the U.S. EPA will itself perform such action pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9601, et seq., (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613 (1986)(SARA).

The U.S. EPA has information that you may be a potentially responsible party. According to Section 107 of CERCLA, potentially responsible parties who may be liable include the current and former owners or operators of the site, and persons who generated the hazardous substance or were involved in the transport, treatment, or disposal of them at the site. Therefore, pursuant to Section 122(e) of SARA, the purpose of this letter is to notify you of your potential liability with respect to this site.

Under Section 107(a) of CERCLA, potentially responsible parties may be liable for costs incurred by the government, through the use of public funds, in responding to any release or threatened release from the site. Such costs can include, but are not limited to, expenditures for planning, investigation, studies, clean-up, and enforcement.

The U.S. EPA is seeking to obtain certain information from you pursuant to its authority under Section 104 of CERCLA, 42 U.S.C. §9604, and Section 3007 of the Resource Conservation and Recovery Act (RCRA) as amended, 42 U.S.C. §6927, for the purpose of enforcing CERCLA and RCRA and for the purposes of assisting in determining the need for response to a release of hazardous substance(s) under CERCLA. The Administrator of the U.S. EPA has the authority to require

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any person who generates, stores, treats, transports, disposes, arranges for the disposal of, or otherwise handles hazardous wastes and hazardous substances, as those terms are defined in Section 1004(5) of RCRA, 42 U.S.C. 6903(5) and Section 101(14) of CERCLA, 42 U.S.C. 9601(14), to furnish the U.S. EPA with information related to such activities. Pursuant to these statutory provisions, you are hereby requested to submit the information requested below.

1. Identify all persons, including yourself, who may have arranged for disposal or treatment or arranged for transportation for disposal or treatment of waste materials, including hazardous substances, at the Site or to the Site. In addition, identify the following:

NONE

 - a. The persons with whom you or such other persons made such arrangements; *NA*
 - b. Every date on which such arrangements took place; *NA*
 - c. For each transaction, the nature of the waste material or hazardous substance, including the chemical content, characteristics, physical state (e.g., solid, liquid), and the process for which the substance was used or the process which generated the substance; *NA*
 - d. The owner of the waste materials or hazardous substances so accepted or transported; *NA*
 - e. The quantity of the waste materials or hazardous substances involved (weight or volume) in each transaction and the total quantity for all transactions; *NA*
 - f. All tests, analyses, and analytical results concerning the waste materials; *NA*
 - g. The person(s) who selected the Site as the place to which the waste materials or hazardous substances were to be transported; *NA*
 - h. The amount paid in connection with each transaction, the method of payment, and the identity of the person from whom payment was received; *NA*
 - i. Where the person identified in g., above, intended to have such hazardous substances or waste materials transported and all evidence of this intent; *NA*
 - j. Whether the waste materials or hazardous substances involved in each transaction were transshipped through, or were stored or held at, any intermediate site prior to final treatment or disposal; *NA*
 - k. What was actually done to the waste materials or hazardous substances once they were brought to the Site; *NA*
 - l. The final disposition of each of the waste materials or hazardous substances involved in such transactions; *NA*

- m. The measures taken by you to determine the actual methods, means, and site of treatment or disposal of the waste material and hazardous substances involved in each transaction; *NA*
 - n. The type and number of containers in which the waste materials or hazardous substances were contained when they were accepted for transport, and subsequently until they were deposited at the Site, and all markings on such containers; *NA*
 - o. The price paid for (i) transport or (ii) disposal or (iii) both, for each waste material and hazardous substances; *NA*
 - p. All documents containing information responsive to a.-p. above, or in lieu of identification of all relevant documents, provide copies of all such documents; *NA*
 - q. All persons with knowledge, information, or documents responsive to a.-p., above. *NA*
2. State the dates during which you owned, operated or leased the Site and provide copies of all documents evidencing or relating to such ownership, operation or lease arrangement (e.g. deeds, leases, etc.). Also provide the following: *194-1948*
1968-P
- a. Copies of any and all documents regarding the use and ownership of Dead Creek-Area G, Sauget Site including, but not limited to, deeds, contracts, leases, substances, purchase agreements, and correspondence.
 - b. A description of any arrangement made for the use of the site including, but not limited to, deeds, contracts, leases, substances, and purchase agreements. This description shall include the following: *NONE*
 - a. Names of parties
 - b. Duration of parties
 - c. A general description of the terms of arrangement.
3. Provide information about the Site, including but not limited to the following:
- a. Property boundaries, including a written legal description;
 - b. Location of underground utilities (telephone, electrical sewer, water main, etc.) *NONE KNOWN*
 - c. Surface structures (e.g., buildings, tanks, etc.); *NONE*
 - d. Ground water wells, including drilling logs;

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~~1 RECEIVED BY IEPA~~
2 MONITORING WORKS
BY IEPA ON JAN 26, 1987

- e. Storm water drainage system, and sanitary sewer system, past and present, including septic tank(s), subsurface disposal field(s) and other underground structures; and where, when and how such systems are emptied. *NO ANSWER*
- f. Any and all additions, demolitions or changes of any kind on, under or about the Site, its physical structures or to the property itself (e.g., excavation work); and any planned additions, demolitions or other changes to the site; and *NO ANSWER*
- g. All maps and drawings of the Site in your possession. *—*
4. Describe the nature of your activities or business at the Site, with respect to purchasing, receiving, processing, storing, treating, disposing, or otherwise handling hazardous substances or materials at the Site. *NO ACTIVITIES*
5. Provide all reports, information or data related to soil, water (ground and surface), or air quality and geology/hydrogeology at and about the Site. Provide copies of all documents containing such data and information, including both past and current aerial photographs as well documents containing analysis or interpretation of such data. *1 SPILT
SAMPLING
NO ANSWER
STATION 161*
6. Are you or your consultants planning to perform any investigations of the soil, water (ground or surface), geology, hydrogeology or air quality on or about the Site? If so, identify:
- a. What the nature and scope of these investigations will be;
- b. The contractors or other persons that will undertake these investigations;
- c. The purpose of the investigations;
- d. The dates when such investigations will take place and be completed; and
- e. Where on the Site such investigations will take place.
7. Identify all persons having knowledge or information about the generation, transportation, treatment, disposal or other handling of hazardous substances or chemicals by you, your contractors, or by prior owners and/or operators. *NO ANSWER*
8. Did you ever use, purchase, generate, store, treat, dispose, transport or otherwise handle any hazardous substances or materials? If the answer to the preceding question is anything but an unqualified "no," identify:
- a. The chemical composition, characteristics, physical state (e.g., solid, liquid) of each hazardous substance;
- b. Who supplied you with such hazardous substances;
- c. How such hazardous substances were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
- NOT AT
ARCA Co*

- d. When such hazardous substances were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
 - e. Where such hazardous substances were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you; and
 - f. The quantity of such hazardous substances used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you.
9. Did you ever use, purchase, generate, treat, dispose, transport or otherwise handle waste materials or substances such as polychlorinated biphenils (PCBs), pentachlorophenol (PCP), polynuclear aromatic hydrocarbons (PAHs), chlorobenzenes, xylenes, 4-4 DDE, chlorinated solvents and ketones? If the answer to the preceding question is anything but an unqualified "no," identify:
- not at Area 6*
- a. The chemical composition, characteristics, physical state (e.g., solid, liquid) of the waste material, or substances;
 - b. Who supplied you with the waste materials or substances;
 - c. How these waste materials or substances were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
 - d. Where these waste materials or substances and petroleum products were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
 - e. When these waste materials or substances and petroleum products were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
 - f. The quantity of these waste materials or substances and petroleum products that were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
10. Were hazardous materials thrown, spilled, poured, leaked or in any way released into or onto the top soil, ground or floor on the Site? If the answer to the preceding question is anything besides an unqualified "no," identify:
- NO*
- a. When such releases occurred;
 - b. How the release occurred;
 - c. What amount of waste materials or substances and petroleum products was so released;
 - d. Where such releases occurred;
 - e. Any and all activities undertaken in response to each such release or threatened release, and all agencies notified of such release or threatened release.

- f. Any and all investigations of the circumstances, nature, extent or location of each release or threatened release including, the results of any soil, water (ground and surface), or air testing that was undertaken.
 - g. All persons with information relating to these releases.
11. Has soil ever been excavated or removed from the Site? NO
Unless the answer to the preceding question is anything besides an unequivocal "no," identify:
- a. Amount of soil excavated;
 - b. Location of excavation;
 - c. Manner and place of disposal and/or storage of excavated soil;
 - d. Dates of soil excavation;
 - e. Identity of persons who excavated or removed the soil;
 - f. Reason for soil excavation;
 - g. Whether the excavation or removed soil contained hazardous materials and why the soil contained such materials;
 - h. All analyses or tests and results of analyses of the soil that was removed from the site.
 - i. All persons, including contractors, with information about question 11, (a) through (h) of this Information Request.

Your response to this information request should be sent to:

Ms. Susan Swales SHE-12
U.S. EPA - Region V
Waste Management Division
CERCLA Enforcement Section
230 South Dearborn Street
Chicago, Illinois 60604

~~The information sought pursuant to this request pertains to any and all information in your possession, custody or control relating to the operation of the above referenced site and to the transportation, storage, and/or disposal of hazardous substances or the generation of hazardous substances which were ultimately disposed of or offered for disposal at the Dead Creek-Area G-Sanctuary Site.~~

The purpose of this information request, "shipping documents" shall mean all contracts, agreements, purchase orders, requisitions, pick-up or delivery tickets, customs forms, freight bills, shipping memoranda, order forms, weight tickets, work orders, manifests, shipping orders, packing slips, bills of lading, invoices, bills and any other similar documents that evidence discrete transactions involving shipment, or the arrangement for shipment, of waste

materials ~~to, through, or from~~ the above referenced site. "Waste materials" shall mean hazardous substances, solid wastes and hazardous wastes, and other materials which may or may not contain pollutants or contaminants, and shall include reclaimed and off-specification materials of any kind.

The information sought herein must be sent to U.S. EPA within thirty (30) calendar days of your receipt of this letter. Under Section 3008 of RCRA, 42 U.S.C. §6928, failure to comply with this request may result in an order requiring compliance or in a civil action for appropriate relief. These provisions also provide for civil penalties. Failure to comply with this request may also result in a civil enforcement action being brought against you by U.S. EPA under Section 104 of CERCLA, 42 U.S.C. §9604.

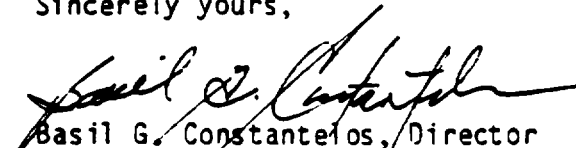
The information requested herein must be provided notwithstanding its possible characterization as confidential information or trade secrets. You may request, however, that any such information be handled as confidential business information. A request for confidential treatment must be made when the information is provided, since any information not so identified will not be accorded this protection by the U.S. EPA. Information claimed as confidential will be handled in accordance with the provisions of 40 C.F.R. Part 2.

The written statements submitted pursuant to this request must be notarized and submitted under an authorized signature certifying that all information contained therein is true and accurate to the best of the signatory's knowledge and belief. Moreover, any documents submitted to Region V pursuant to this information request should be certified as true and authentic to the best of the signatory's knowledge and belief. Should the signatory find at any time after the submittal of the requested information, that any portion of the submitted information is false or incomplete, the signatory should so notify the U.S. EPA. If any answer certified as true should be found to be untrue, the signatory can and may be prosecuted pursuant to 18 U.S.C. §1001.

If you need further information regarding this letter, you may contact Ms. Susan Swales at (312) 886-7336, or Mr. David Favero at (312) 886-4749. If you have any legal questions, contact Mr. Thomas Mintz at (312) 886-6600.

Due to the nature of the problem at this site and the attendant legal ramifications, the U.S. EPA strongly encourages you to submit a written response to the information request within the time frame specified herein. We hope you will give this matter your immediate attention.

Sincerely yours,


Basil G. Constantelos, Director
Waste Management Division



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

230 SOUTH DEARBORN ST.
CHICAGO, ILLINOIS 60604

REPLY TO THE ATTENTION OF:

5HE-12

MAY 19 1987

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: Dead Creek-Area G
Sauget Site
Sauget, Illinois

Dear Sir or Madam:

The United States Environmental Protection Agency (U.S. EPA) has documented the release or threatened release of hazardous pollutants and contaminants at the above referenced site, and is planning to spend public funds to investigate and control the release or threatened release at this site. Unless the U.S. EPA determines that a potentially responsible party will properly and promptly perform such action, the U.S. EPA will itself perform such action pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9601, et seq., (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613 (1986)(SARA).

The U.S. EPA has information that you may be a potentially responsible party. According to Section 107 of CERCLA, potentially responsible parties who may be liable include the current and former owners or operators of the site, and persons who generated the hazardous substance or were involved in the transport, treatment, or disposal of them at the site. Therefore, pursuant to Section 122(e) of SARA, the purpose of this letter is to notify you of your potential liability with respect to this site.

Under Section 107(a) of CERCLA, potentially responsible parties may be liable for costs incurred by the government, through the use of public funds, in responding to any release or threatened release from the site. Such costs can include, but are not limited to, expenditures for planning, investigation, studies, clean-up, and enforcement.

The U.S. EPA is seeking to obtain certain information from you pursuant to its authority under Section 104 of CERCLA, 42 U.S.C. §9604, and Section 3007 of the Resource Conservation and Recovery Act (RCRA) as amended, 42 U.S.C. §6927, for the purpose of enforcing CERCLA and RCRA and for the purposes of assisting in determining the need for response to a release of hazardous substance(s) under CERCLA. The Administrator of the U.S. EPA has the authority to require

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any person who generates, stores, treats, transports, disposes, arranges for the disposal of, or otherwise handles hazardous wastes and hazardous substances, as those terms are defined in Section 1004(5) of RCRA, 42 U.S.C. 6903(5) and Section 101(14) of CERCLA, 42 U.S.C. 9601(14), to furnish the U.S. EPA with information related to such activities. Pursuant to these statutory provisions, you are hereby requested to submit the information requested below.

1. Identify all persons, including yourself, who may have arranged for disposal or treatment or arranged for transportation for disposal or treatment of waste materials, including hazardous substances, at the Site or to the Site. In addition, identify the following:
 - a. The persons with whom you or such other persons made such arrangements;
 - b. Every date on which such arrangements took place;
 - c. For each transaction, the nature of the waste material or hazardous substance, including the chemical content, characteristics, physical state (e.g., solid, liquid), and the process for which the substance was used or the process which generated the substance;
 - d. The owner of the waste materials or hazardous substances so accepted or transported;
 - e. The quantity of the waste materials or hazardous substances involved (weight or volume) in each transaction and the total quantity for all transactions;
 - f. All tests, analyses, and analytical results concerning the waste materials;
 - g. The person(s) who selected the Site as the place to which the waste materials or hazardous substances were to be transported;
 - h. The amount paid in connection with each transaction, the method of payment, and the identity of the person from whom payment was received;
 - i. Where the person identified in g., above, intended to have such hazardous substances or waste materials transported and all evidence of this intent;
 - j. Whether the waste materials or hazardous substances involved in each transaction were transshipped through, or were stored or held at, any intermediate site prior to final treatment or disposal;
 - k. What was actually done to the waste materials or hazardous substances once they were brought to the Site;
 - l. The final disposition of each of the waste materials or hazardous substances involved in such transactions;

- m. The measures taken by you to determine the actual methods, means, and site of treatment or disposal of the waste material and hazardous substances involved in each transaction;
 - n. The type and number of containers in which the waste materials or hazardous substances were contained when they were accepted for transport, and subsequently until they were deposited at the Site, and all markings on such containers;
 - o. The price paid for (i) transport or (ii) disposal or (iii) both, for each waste material and hazardous substances;
 - p. All documents containing information responsive to a.-p. above, or in lieu of identification of all relevant documents, provide copies of all such documents;
 - q. All persons with knowledge, information, or documents responsive to a.-p., above.
2. State the dates during which you owned, operated or leased the Site and provide copies of all documents evidencing or relating to such ownership, operation or lease arrangement (e.g. deeds, leases, etc.). Also provide the following:
- a. Copies of any and all documents regarding the use and ownership of Dead Creek-Area G, Sauget Site including, but not limited to, deeds, contracts, leases, substances, purchase agreements, and correspondence.
 - b. A description of any arrangement made for the use of the site including, but not limited to, deeds, contracts, leases, substances, and purchase agreements. This description shall include the following:
 - a. Names of parties
 - b. Duration of parties
 - c. A general description of the terms of arrangement.
3. Provide information about the Site, including but not limited to the following:
- a. Property boundaries, including a written legal description;
 - b. Location of underground utilities (telephone, electrical sewer, water main, etc.)
 - c. Surface structures (e.g., buildings, tanks, etc.);
 - d. Ground water wells, including drilling logs;

- e. Storm water drainage system, and sanitary sewer system, past and present, including septic tank(s), subsurface disposal field(s) and other underground structures; and where, when and how such systems are emptied.
 - f. Any and all additions, demolitions or changes of any kind on, under or about the Site, its physical structures or to the property itself (e.g., excavation work); and any planned additions, demolitions or other changes to the site; and
 - g. All maps and drawings of the Site in your possession.
4. Describe the nature of your activities or business at the Site, with respect to purchasing, receiving, processing, storing, treating, disposing, or otherwise handling hazardous substances or materials at the Site.
5. Provide all reports, information or data related to soil, water (ground and surface), or air quality and geology/hydrogeology at and about the Site. Provide copies of all documents containing such data and information, including both past and current aerial photographs as well documents containing analysis or interpretation of such data.
6. Are you or your consultants planning to perform any investigations of the soil, water (ground or surface), geology, hydrogeology or air quality on or about the Site? If so, identify:
- a. What the nature and scope of these investigations will be;
 - b. The contractors or other persons that will undertake these investigations;
 - c. The purpose of the investigations;
 - d. The dates when such investigations will take place and be completed; and
 - e. Where on the Site such investigations will take place.
7. Identify all persons having knowledge or information about the generation, transportation, treatment, disposal or other handling of hazardous substances or chemicals by you, your contractors, or by prior owners and/or operators.
8. Did you ever use, purchase, generate, store, treat, dispose, transport or otherwise handle any hazardous substances or materials? If the answer to the preceding question is anything but an unqualified "no," identify:
- a. The chemical composition, characteristics, physical state (e.g., solid, liquid) of each hazardous substance;
 - b. Who supplied you with such hazardous substances;
 - c. How such hazardous substances were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;

- d. When such hazardous substances were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
 - e. Where such hazardous substances were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you; and
 - f. The quantity of such hazardous substances used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you.
9. Did you ever use, purchase, generate, treat, dispose, transport or otherwise handle waste materials or substances such as polychlorinated biphenyls (PCBs), pentachlorophenol (PCP), polynuclear aromatic hydrocarbons (PAHs), chlorobenzenes, xylenes, 4-4 DDE, chlorinated solvents and ketones? If the answer to the preceding question is anything but an unqualified "no," identify:
- a. The chemical composition, characteristics, physical state (e.g., solid, liquid) of the waste material, or substances;
 - b. Who supplied you with the waste materials or substances;
 - c. How these waste materials or substances were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
 - d. Where these waste materials or substances and petroleum products were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
 - e. When these waste materials or substances and petroleum products were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
 - f. The quantity of these waste materials or substances and petroleum products that were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
10. Were hazardous materials thrown, spilled, poured, leaked or in any way released into or onto the top soil, ground or floor on the Site? If the answer to the preceding question is anything besides an unqualified "no," identify:
- a. When such releases occurred;
 - b. How the release occurred;
 - c. What amount of waste materials or substances and petroleum products was so released;
 - d. Where such releases occurred;
 - e. Any and all activities undertaken in response to each such release or threatened release, and all agencies notified of such release or threatened release.

- f. Any and all investigations of the circumstances, nature, extent or location of each release or threatened release including, the results of any soil, water (ground and surface), or air testing that was undertaken.
 - g. All persons with information relating to these releases.
11. Has soil ever been excavated or removed from the Site?
Unless the answer to the preceding question is anything besides an unequivocal "no," identify:
- a. Amount of soil excavated;
 - b. Location of excavation;
 - c. Manner and place of disposal and/or storage of excavated soil;
 - d. Dates of soil excavation;
 - e. Identity of persons who excavated or removed the soil;
 - f. Reason for soil excavation;
 - g. Whether the excavation or removed soil contained hazardous materials and why the soil contained such materials;
 - h. All analyses or tests and results of analyses of the soil that was removed from the site.
 - i. All persons, including contractors, with information about question 11, (a) through (h) of this Information Request.

Your response to this information request should be sent to:

Ms. Susan Swales SHE-12
U.S. EPA - Region V
Waste Management Division
CERCLA Enforcement Section
230 South Dearborn Street
Chicago, Illinois 60604

The information sought pursuant to this request pertains to any and all information in your possession, custody or control relating to the operation of the above referenced site and to the transportation, storage, and/or disposal of hazardous substances or the generation of hazardous substances which were ultimately disposed of or offered for disposal at the Dead Creek-Area G Saugat Site.

The purpose of this information request, "shipping documents" shall mean all contracts, agreements, purchase orders, requisitions, pick-up or delivery tickets, customs forms, freight bills, shipping memoranda, order forms, weight tickets, work orders, manifests, shipping orders, packing slips, bills of lading, invoices, bills and any other similar documents that evidence discrete transactions involving shipment, or the arrangement for shipment, of waste

materials to, through, or from, the above referenced site. "Waste materials" shall mean hazardous substances, solid wastes and hazardous wastes, and other materials which may or may not contain pollutants or contaminants, and shall include reclaimed and off-specification materials of any kind.

The information sought herein must be sent to U.S. EPA within thirty (30) calendar days of your receipt of this letter. Under Section 3008 of RCRA, 42 U.S.C. §6928, failure to comply with this request may result in an order requiring compliance or in a civil action for appropriate relief. These provisions also provide for civil penalties. Failure to comply with this request may also result in a civil enforcement action being brought against you by U.S. EPA under Section 104 of CERCLA, 42 U.S.C. §9604.

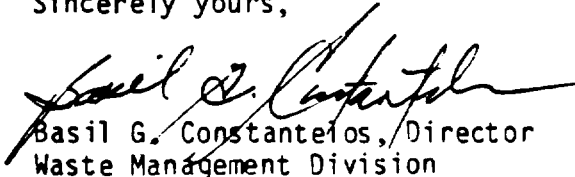
The information requested herein must be provided notwithstanding its possible characterization as confidential information or trade secrets. You may request, however, that any such information be handled as confidential business information. A request for confidential treatment must be made when the information is provided, since any information not so identified will not be accorded this protection by the U.S. EPA. Information claimed as confidential will be handled in accordance with the provisions of 40 C.F.R. Part 2.

The written statements submitted pursuant to this request must be notarized and submitted under an authorized signature certifying that all information contained therein is true and accurate to the best of the signatory's knowledge and belief. Moreover, any documents submitted to Region V pursuant to this information request should be certified as true and authentic to the best of the signatory's knowledge and belief. Should the signatory find at any time after the submittal of the requested information, that any portion of the submitted information is false or incomplete, the signatory should so notify the U.S. EPA. If any answer certified as true should be found to be untrue, the signatory can and may be prosecuted pursuant to 18 U.S.C. §1001.

If you need further information regarding this letter, you may contact Ms. Susan Swales at (312) 886-7336, or Mr. David Favero at (312) 886-4749. If you have any legal questions, contact Mr. Thomas Mintz at (312) 886-6600.

Due to the nature of the problem at this site and the attendant legal ramifications, the U.S. EPA strongly encourages you to submit a written response to the information request within the time frame specified herein. We hope you will give this matter your immediate attention.

Sincerely yours,


Basil G. Constantelos, Director
Waste Management Division

SIGN IN

NAME

FIRM / REPRESENTING / PHONE

JFF LARSON

USEPA 2200 Churchill

SAFLO. 14 622011

217
782-3335

DICK KISSEL

MCC+S for Cerro Coppe

312
368 9700

David Favero

U.S. EPA / CES 312-886-4749

Chip Landman

USEPA / ORC 312-886-5323

Tom Mintz

USEPA / ORC 312-886-6600

WALTER WITTENBERG

GHWGC / H.W. Wiese 314-241-9090

SA Silverstein

Cerro Coppe (618) 337-6000

Will need consent agreement & wife. Virginia
keep work

S. line of fence was defective - think along
cultivation field, about 500 ft S. of Quarry

LEAD for sample results found .14% Pb
with lead PCB and 7.4%
also DDTs 130 ug/kg

- supposed surface contamination

- suspect lower levels - contamination

- fence along road (it is OK)

cut - 2000 lb of fence
USCIA case - \$32000 (\$20/lb)

CRA will need. Clean Order, Clean Agreement,
Request for Information -

Clarkson owns prop on Judith Lane
up to Dead Creek

- Bought from ^{son on; helped by} Mowbray Petr. (S. Zwick)

Adjacent property owned by Service Oil
Co. - (Moto-Gas) Belleville

Next property owned by Wiese

- Clarkson Hanks Hanks' property is
adjacent to Hwy 3 only - not to creek.
At one time we had agreement with
Service Oil & Wiese to join Saugat Seven.

CERRO COPPER PRODUCTS CO.

A member of The Marmon Group of companies

INTERNAL MEMORANDUM

HQ-10

SHOW NAME, TITLE AND UNIT OF ADDRESSEE AND ADDRESSOR

TO: Paul Tandler/H. L. Schweich

DATE: April 27, 1987

FROM: S. A. Silverstein

SUBJECT: DEAD CREEK SITES

On Friday, April 24 I joined Dick Kissel in a meeting at U.S.EPA Region V Office in Chicago. The purpose of this meeting was to clear up a number of questions concerning U.S.EPA's notification of emergency response to a reported contamination found on the property south of Queeny Avenue and west of Dead Creek. Also attending this meeting were Walter Wittenberg, Counsel representing Harold Wiese, Jeff Larson of Illinois EPA, and Dave Favero, Chip Landman and Tom Mince of U.S.EPA. Landman and Mince are from the office of Region V Counsel and Favero is from Region V Enforcement Section.

On our arrival Tom Mince told us that he had just spoken to Warren Smull at Monsanto who told him that Monsanto is going to put up a fence around the contaminated area. (On the previous afternoon Wittenberg and I met with Warren Smull and agreement was reached that we would jointly participate in the cost of required fence. Wittenberg could not commit for a definite amount or percentage on behalf of Harold Wiese, but could agree to his participation.)

At the beginning of the meeting Dick Kissel asked a number of questions regarding the location and nature of the reported contamination and the procedures that were followed, however, none of the EPA personnel could provide any answers other than the information that was earlier obtained by Susan Franzetti.

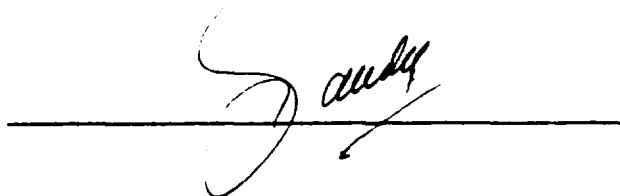
When asked why Cerro had not received results of sample analyses as provided in the Access Agreement, Jeff Larsen said that the results were in the last stage of preparation and would be sent to Cerro immediately. He said that the preliminary results indicated a type of contamination that mandated prompt notification to U.S.EPA for proper remedial action. Thus far the results indicate only surface contamination, however, they suspect there is some deeper contamination in the area. A plot plan of the area showing the grid pattern where sampling was conducted and a legend for the contamination found in each segment will be sent to Dick Kissel by Tom Mince.

Paul Tandler/H. L. Schweich
April 27, 1987
Page 2

It was agreed that the existing fence along Dead Creek is of sufficient height and proper construction so that no replacement of it would be required. According to U.S.EPA's estimate fencing of the area would cost about \$32,000 for the indicated 1600 lineal feet required. There is still some uncertainty on the part of the EPA as to where the fence on the southern portion of the site should be located. They are also uncertain about the location of the western portion which originally was defined as exactly 500 feet from Dead Creek, but during the meeting commented that there was a mound outside that area that probably should be included in the fenced portion also.

Tom Mince stated that he will send to Dick Kissel an Administrative Order and Access Agreement which will specifically define the area to be fenced as well as all other conditions of the required remedial action.

SAS/ge

A handwritten signature, appearing to be "Paul Tandler", is written over a horizontal line. The signature is in cursive and includes a large initial "P".

SIGN IN

NAME

FIRM / REPRESENTING / PHONE

Jeff Larson

IEPA 2200 Churchill

SAFLD. IL 62204

217
782-3335

Dick Kissel

MCC+S for Cerro Coppe

312
368 9700

David Favero

U.S. EPA / CES 312-886-4749

Chip Landman

USEPA / ORC 312-886-5323

Tom Mintz

USEPA / ORC 312-886-6600

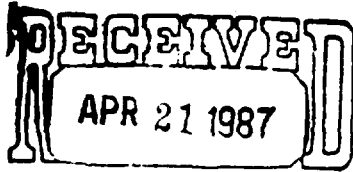
WALTER WITTENBERG

GHWGC / H.W. Wiese 314-241-9090

SA Silverstein

Cerro Coppe (618) 337-6000

Law Offices
Martin, Craig, Chester & Sonnenschein
55 West Monroe Street
Chicago, Illinois
60603



BY P. T.

April 17, 1987

TELEPHONE 368-9700
AREA CODE 312

Mr. Henry Schweich
President - Cerro Copper Products Co.
P.O. Box 681
East St. Louis, Illinois 62202

Re: Dead Creek - Area G
Sauget, Illinois

Dear Hank:

Enclosed please find a copy of our letter with acknowledgements of receipt by the U.S.EPA.

Confirming our telephone discussion today, Richard Kissel and Sandi Silverstein will be attending a meeting among representatives of U.S.EPA, Monsanto and Wiese Engineering on April 23, 1987 at 10:00 a.m. at U.S.EPA's offices in Chicago.

Very truly yours,

A handwritten signature in cursive script, reading "Susan M. Franzetti". The signature is fluid and elegant, with a large initial 'S' and 'F'.

Susan M. Franzetti

SMF/kw

encl.

cc: Paul Tandler
Richard Kissel

Thom P. M... 4-17-87
10:50

Law Offices
Martin, Craig, Chester & Sonnenschein
55 West Monroe Street
Chicago, Illinois
60603

April 17, 1987

TELEPHONE 368-9700
AREA CODE 312

BY MESSENGER

Basil G. Constantelos, Director
Waste Management Division
United States Environmental
Protection Agency
230 South Dearborn Street
16th Floor
Chicago, Illinois 60604

Re: Dead Creek - Area G
Sauget, Illinois

RECEIVED
APR 17 1987

U.S. EPA, REGION V
WASTE MANAGEMENT DIVISION
OFFICE OF THE DIRECTOR
cc 11:00 a.m.

Dear Mr. Constantelos:

On behalf of Cerro Copper Products Co. ("Cerro Copper"), I am hereby submitting our timely response to the United States Environmental Protection Agency's ("U.S.EPA") April 14, 1987 telephonic notice and written confirmation of that notice, which we received on April 16, 1987, concerning the property known as Dead Creek - Area G located in Sauget, Illinois. In that notice, U.S.EPA states that it intends to expend public funds to take action to abate a release or threatened release of hazardous substances, pollutants, and other contaminants at the Dead Creek - Area G site. Cerro Copper, however, is willing to perform voluntarily the immediate action of constructing a fence, according to mutually agreed upon specifications, around that portion of the site property owned by Cerro Copper. Alternatively, Cerro Copper is willing to participate in funding the construction of such a fence around the Area G site in a fair and equitable manner. Therefore, Cerro Copper requests a meeting with U.S.EPA's representatives as soon as possible to discuss our proposal so that an expeditious and effective resolution of this matter can be obtained.

As you probably know, Cerro Copper has been cooperating fully with the Illinois Environmental Protection Agency ("IEPA") in connection with the Dead Creek study. Cerro Copper obviously is willing to extend that same level of cooperation to U.S.EPA, as confirmed by the substance of this response, because of our concern for the safety and health of our workers and our community. Cerro Copper's offer to take the above-described action stems from these concerns.

S385

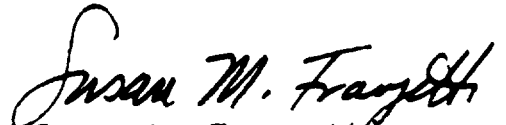
Martin, Craig, Chester & Sonnenschein

Basil G. Constantelos, Director
April 17, 1987
Page 2

Cerro Copper does not agree with U.S.EPA's determination that it may be a potentially responsible party for the Dead Creek - Area G site. We submit that pursuant to Section 107(b)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. §9601 et seq., Cerro Copper is an innocent landowner who did not dispose of, cause to be disposed of, or have knowledge of the disposal of any hazardous substances on that portion of its property included in Dead Creek- Area G. The undeveloped property in question is separated from and has never been a part of the property on which Cerro Copper conducts any operations. Therefore, by the instant offer to take the aforesaid action, Cerro Copper does not waive any of its rights or defenses under CERCLA.

Please contact me at your earliest convenience to schedule a meeting between Cerro Copper's and U.S.EPA's representatives.

Very truly yours,


Susan M. Franzetti
Counsel for Cerro Copper
Products Co.

SMF/kw

cc: Thomas Mintz



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
230 SOUTH DEARBORN ST.
CHICAGO, ILLINOIS 60604

APPLY TO THE ATTENTION OF:

APR 16 1987

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Cerro Copper Products
c/o Susan M. Franzetti
Martin, Craig, Chester and
Sonnenschein
Chicago, Illinois 60603

Re: Dead Creek-Area G
Sauget, Illinois

Dear Sir or Madam:

On April 14, 1987, the following statement was read to you or your agent over the telephone:

The U.S. Environmental Protection Agency (U.S. EPA) intends to expend public funds to take action to abate a release or threatened release of hazardous substances, pollutants, and other contaminants at the Dead Creek-Area G site in Sauget, Illinois. This action is authorized by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended, 42 U.S.C. §9601 et seq. Under CERCLA, and other laws, responsible parties may be liable for money expended by the government to take necessary corrective action at the site, including investigation, planning, cleanup, and enforcement. Potentially responsible parties include the current owner or operator of the site, the past owner and operator, and persons who generate or were involved in transport, treatment, or disposal of hazardous substances at the site.

Contaminants including polychlorinated biphenyls (PCBs), pentachlorophenol (PCP), and octachlorodibenzo-dioxin have been found on the site. Before the government undertakes the necessary response action at the site, potentially responsible parties are being offered the opportunity to perform voluntarily the required

-2-

work to abate endangerment from any releases or threat of release of hazardous substances, pollutants, or contaminants from the site. If private party cleanup is not forthcoming and public funds are expended, potentially responsible parties may be liable for the costs incurred by the government.

The U.S. EPA plans to initiate an immediate removal action as the first step toward mitigation of the release or threat of release of hazardous substances at the site. This immediate removal action will include the construction of a fence, according to the following specifications, around the site:

- 1) The fence must be of adequate length to enclose the entire site. The site is bordered by Queeny Avenue on the north, Dead Creek on the east, Wiese Engineering on the west, and a ditched area on the south. Although the site's eastern border is already fenced, this fence might require additional construction or repair in order to meet some of the specifications listed below. In regard to the site's southern border, the fence must be erected at least forty (40) feet outside the ditch that runs east-west.
- 2) The fence must be at least six (6) feet high, nine (9) gauge, and chain-linked. Poles should be included on the top of the chain-link.
- 3) Three (3) strand barbed wire should run along the top of the fence.
- 4) A twenty (20) foot truck gate and several walk-through gates, with adequate locks, must also be provided.

These actions are designed to protect the public health from a release or threat of release of hazardous substances, pollutants, or contaminants. Under Section 107 of CERCLA, potentially

-3-

responsible parties may be held responsible for all or part of the costs incurred by the U.S. EPA in undertaking this work and other necessary response or remedial work. Potentially responsible parties have the option, should they decide to exercise it, of initiating these activities if this can be accomplished in a timely and appropriate manner. Due to the nature of this endangerment, immediate action will be required. Potentially responsible parties must notify the U.S. EPA no later than April 17, 1987 at 11:00 a.m. Central Daylight Savings Time if they intend to undertake the work planned by the U.S. EPA. If potentially responsible parties fail to notify the U.S. EPA by the above deadline, the U.S. EPA will begin taking the necessary action at the site in lieu of private party action. Please contact either Thomas Mintz, U.S. EPA, Office of Regional Counsel, 230 South Dearborn Street, Chicago, Illinois 60604, phone (312) 886-6600; or Sherry Kamke, U.S. EPA, Waste Management Division, 230 South Dearborn Street, Chicago, Illinois 60604, phone (312) 353-3202 to provide notice or if you have any questions.

This letter confirms the above oral notice and reiterates the responsibilities and rights of Cerro Copper Products Co. under CERCLA. Pursuant to Section 104 of CERCLA, U.S. EPA is authorized to undertake response actions deemed necessary to protect public health or welfare or the environment. U.S. EPA is also authorized to allow potentially responsible parties an opportunity to participate in such response actions.

The U.S. EPA is currently undertaking an emergency response action at the Dead Creek-Area G site in Sauget, Illinois. The U.S. EPA has determined that Cerro Copper Products Co. may be a potentially responsible party for the release or threat of release of hazardous substances, pollutants, or contaminants from the site.

As a potentially responsible party, Cerro Copper Products Co. may be liable for the emergency response costs incurred by the government in taking corrective action at the site. The U.S. EPA will continue to afford Cerro Copper Products Co. an opportunity to participate in future response actions being conducted by the U.S. EPA.

FROM MARTIN & CRAIG

4.16.1987 11:54 P. 5

-4-

A map of the Dead Creek-Area G site has also be included for your convenience. If you have any questions concerning this matter please contact:

Thomas Mintz
Office of Regional Counsel
United States Environmental
Protection Agency (5CS-16)
230 South Dearborn Street
Chicago, Illinois 60604
Phone (312) 886-6600

or

Sherry Kamke
Waste Management Division
United States Environmental
Protection Agency
230 South Dearborn Street
Chicago, Illinois 60604
Phone (312) 353-3202

Very truly yours,



Basil G. Constantelos, Director
Waste Management Division

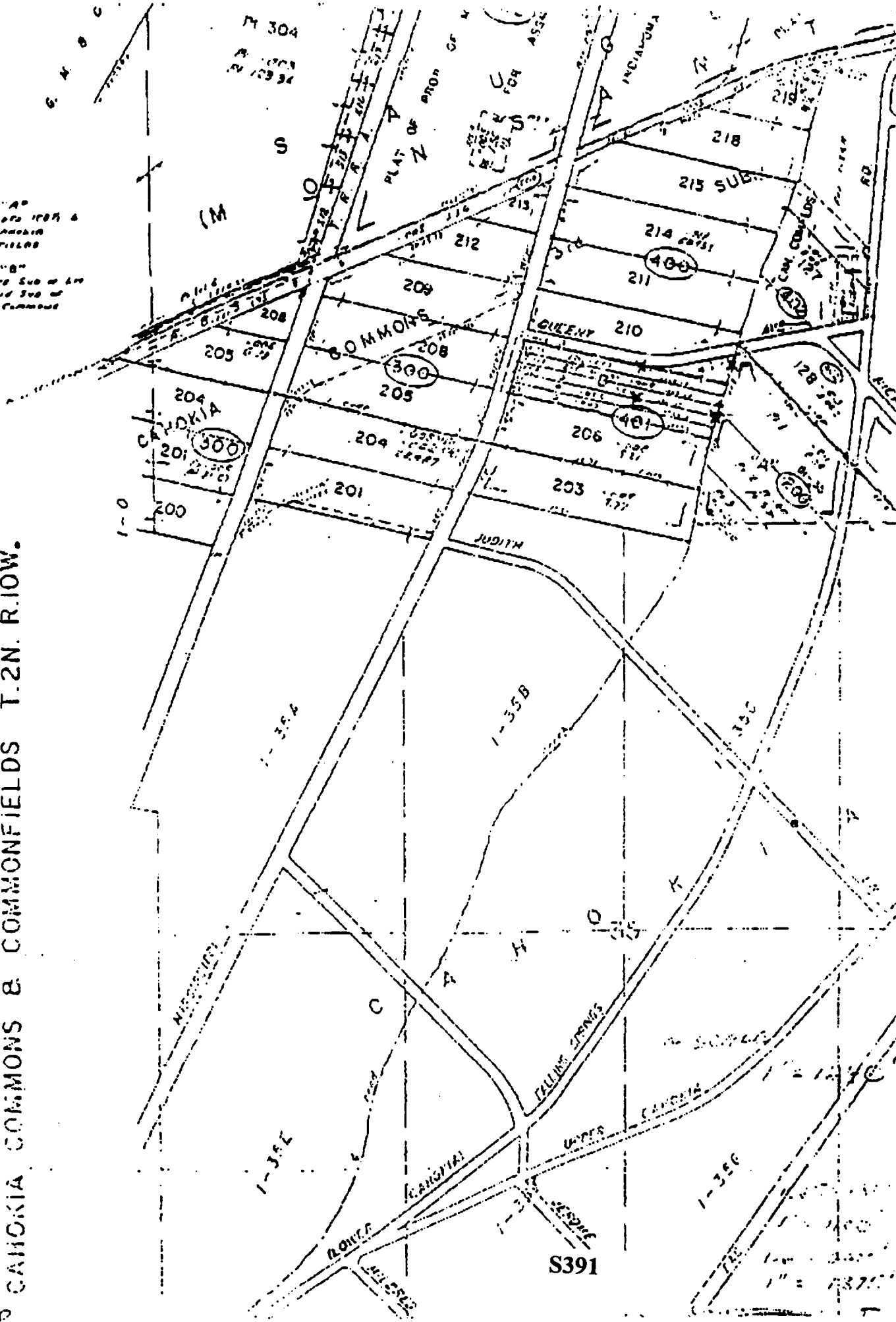
Enclosure

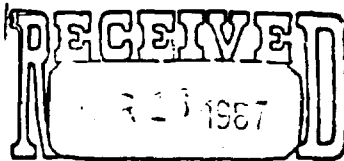
S390

"A"
Sub of Lot 1705 &
109 of Canada
Commonfields

"B"
Drawings Sub of Lot
109 in 3rd Sub of
Canada Commonfields

CENTERVILLE TWP.
CANOKIA COMMONS & COMMONFIELDS T.2N. R.10W.





BY P.T.

Law Offices
Martin, Craig, Chester & Sonnenbach
55 West Monroe Street
Chicago, Illinois
60603

TELEPHONE 368-9700
AREA CODE 312

CHARLES C. CHESTER
W. B. MARTIN CROSS
RICHARD J. NISSEL
JOSEPH D. WRIGHT, JR.
CHARLES L. NICHOLS, JR.
THOMAS B. GASSIOT
DAVID C. FALLS
LARRY M. ZANES
RICHARD J. LANG
RONALD H. HOFFMAN
JOHN H. SAUNDERS
ROBERT D. SMITH
THOMAS H. SCHNEIDER
JEFFREY C. PERRY
ROY M. HANSEN
ROBERT W. GARNATT, JR.
LEIS J. GLENNAN
KATHLEEN M. KEATING
NICHOLAS J. KESZAU
SUSAN M. FRANZETT
WILLIAM A. POWELL III
GEMEL F. O'CONNELL
BRADLEY R. O'BRIEN
JAMES J. CENAPOL

FACSIMILE TRANSMITTAL LETTER

DATE: 4-16-87
TO: Paul Tondler & S. Silver
FAX #: 618/332-0168
FROM: SUSAN M. FRANZETT

STANLEY C. CRAIG (312) 368-9700
HUGH SCHWENK (312) 368-9700
WILLIAM LEE (312) 368-9700

JAMES M. MARTIN
CHARLES L. NICHOLS
ARLEN J. SMITH, JR.
OF COUNSEL
FAX 312-3090

TOTAL NUMBER OF PAGES: 6 INCLUDING THIS PAGE.
SENT BY: Kate / SUSAN M. FRANZETT

IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL SENDER AS
SOON AS POSSIBLE AT (312) 368-9700.

SPECIAL INSTRUCTIONS:

page 3.

Right of Way line of Midwest Avenue; thence Southwesterly and Westerly along the Northwesterly and Northerly Right of Way line of Midwest Avenue, to its intersection with the Easterly Right of Way line of said State Bond Issue Route No. 3; thence Northerly along the Easterly Right of Way line of said State Bond Issue Route No. 3 to the point of beginning.

PARCEL 3.

A triangular tract situated in Lot 210 of the "SUBDIVISION OF PART OF COMMONS OF CAHOKIA OF SURVEY NO. 759"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats A on page 60, said tract being more particularly described as follows:

That part of said Lot 210 that lies South and Southeasterly of the Southerly Right of Way line of Midwest Avenue as established by Ordinance No. 182 of the Village of Monsanto, Illinois, approved June 22, 1948 and recorded July 1, 1948 in Corporation Record 35 on page 450, reference thereto being had; and reference also being had to the conveyance made July 26, 1948 by Lewin-Mathes Company to the Village of Monsanto conveying the 66 foot wide strip across said Lot 210 as Right of Way for said Midwest Avenue; bounded on the South by the Southerly line of said Lot 210 and bounded on the East by the Easterly line of said Lot 210.

All of the foregoing being situated in St. Clair County, Illinois.